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SECTION 01025

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

a. "Mobilization and Demobilization" *Item No 0001*

(1) Payment will be made for costs associated with mobilization and demobilization, as defined in Special Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

(2) Unit of measure: lump sum.

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.2.2 Unit Price Items

a. "Dredging" *Item No 0002*

(1) Description: This item shall include all work as specified in SECTION 02482 DREDGING. The Contract unit price per cubic yard of dredging shall include the cost of removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledge rock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special

apparatus. The unit price shall also include the cost of all work required to be performed for the use of the placement area. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at the prices agreed and approved in accordance with applicable provisions of the contract.

(2) Unit of measure: Payment for all acceptably completed work required under SECTION 02482 of the specifications will be made at the applicable contract unit price per cubic yard for the payment items "Dredging :" "First 12,000 Cubic Yards", and "Over 12,000 Cubic Yards".

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01100

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SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred within the text by the basic designation only.

U.S. GOVERNMENT CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 320-330 General Regulatory Policies, Permits,
 Enforcement and Definitions

40 CFR 233 State Program Regulations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Accident Prevention Plan; G-AOF

Contractor shall provide an accident prevention plan including an activity hazard analysis to the Contracting Officer within 15 calendar days after receipt of award.

Progress Chart; G-AOF

Contractor shall submit progress chart in accordance with the clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS (APR 1984).

SD-09 Manufacturer's Field Reports

Payrolls and Basic Records; FIO

Contractor shall submit payrolls and basic records in accordance with the CLAUSE entitled "PAYROLLS AND BASIC RECORDS (FEB 1988).

1.3 REGULATORY REQUIREMENTS

1.3.1 Additional Work Proposed and Not Authorized

1.3.1.1 Work Subject to 33 CFR 320-330

Any additional work (not specifically shown on the plans or delineated in the specifications) proposed by the Contractor in or affecting navigable waters, including wetlands (as defined in 33 CFR 320-330, published in the Federal Register Vol.51, No. 219, Thursday, November 13, 1986) shall not be performed without a Department of the Army Permit. This requirement shall be applicable to all work, permanent or temporary, and/or fill(s).

The Department of the Army Permit shall be approved by the District Engineer or Deputy District Engineer in accordance with the laws of the United States and the regulations promulgated thereunder, including, but not limited to, the River and Harbor Act of 1899, the Clean Water Act and the National Environmental Policy Act of 1969, as amended. Corps employees (Contracting Officer's Representatives (COR) or inspectors) are not delegated authority to authorize such work. Information on making application for such permit(s) may be obtained by contacting one of the offices as listed hereinafter. When applying for information or a permit, a copy of any correspondence should be directed to the Contracting Officer of this contract. If a permit is not obtained, the additional work cannot be accomplished. Any delay in processing the permit will not constitute the basis of a claim under this contract. The fact that the Contractor is performing work under a Department of the Army Contract will give the Contractor no greater rights than any other applicant for a Department of the Army Permit.

MICHIGAN-INDIANA

Regulatory Branch
Engineering and Technical Services
U.S. Army Engineer District, Detroit
P. O. Box 1027
Detroit, MI 48231
Telephone: 313-226-6813

1.3.1.2 Work Subject to 40 CFR 233

Any additional work (not specifically shown on the plans or included in the specifications), proposed by the Contractor, in or affecting waters of the United States, including wetlands, in the State of Michigan (as defined in 40 CFR 233, published in the Federal Register, Vol. 49 No. 192, Tuesday October 2, 1984) shall not be performed without a State of Michigan regulatory permit. Information on making an application for such permit may be obtained by contacting the office listed hereinafter. When applying for a permit or for information, a copy of any correspondence shall be furnished to the Contracting Officer. If a permit is not obtained, the additional work shall not be performed. Any delay in obtaining or processing the permit will not constitute a basis for a claim under this contract.

STATE OF MICHIGAN

Department of Environmental Quality
Land & Water Management Division
P.O. Box 30458
Stevens T. Mason Building
Lansing, MI 48909
Telephone: 517-373-1950

1.4 PROJECT/SITE CONDITIONS

1.4.1 Condition and Use of Project Site

The drawings indicate soundings and elevations at the dredging and disposal site as found in condition surveys made as stated on the contract drawings.

A notification of at least five (5) calendar days shall be given to the Contracting Officer prior to bringing any construction equipment or material upon the work site. The Contractor shall be responsible for

damages that may be suffered due to its operations. The Contractor shall note titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS."

1.4.1.1 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of construction. Significant variations that would require changes to the plans or specification shall be reported to the Contracting Officer immediately.

1.4.1.2 Work and Storage Areas

Work and storage areas will be provided at the site and will be as designated and/or approved by the Contracting Officer.

1.4.2 Waterways Navigation and Traffic

The Contractor shall acquaint itself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "NOTICE TO MARINERS" is issued prior to its work activity at the project site. A copy of the requisite notice form is enclosed in SECTION 01999. The completed form shall be sent to the address stated in the Subparagraph entitled "Temporary Lights, Signals and Buoys Required by U.S. Coast Guard". The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33, U.S.C.A. Sec. 1). The Contractor is required to conduct its work in such manner as to obstruct navigation as little as possible and, in case the Contractor's plant so obstructs a channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under the contract in navigable waters or on shore.

1.4.2.1 Navigation

Information and regulations pertaining to navigation may be obtained from the current issue of the "UNITED STATES COAST PILOT 6," issued annually by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). The "UNITED STATES COAST PILOT" may be obtained from National Ocean Survey, NOAA, Distribution Division-C44, Riverdale, Maryland 20840.

1.4.2.2 Traffic

Vessels that may use the waterways at the project site consist of recreational craft and commercial vessels. This traffic may interfere with contract operations and the Contractor shall conduct its work with due regard to and in coordination with the requirements of all navigation. Information regarding the types and amount of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborne Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes," published by the Department of Army, Corps of Engineers. The Department of the Army publication may be obtained

at no charge from the following:

District Engineer, U.S. Army Engineer District, New Orleans, Waterborne Commerce Section, P.O. Box 60267, New Orleans, Louisiana 70160. Phone 504-862-1425, FAX 504-862-1091.

1.4.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the Government have been shown on the drawings. However, it is the Contractor's obligation to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. The Contractor shall submit a utility locating plan for locating existing utilities and a copy of its utility location findings prior to commencing work on the site. Any utility lines which are not found by the Contractor, but which are known to exist at the project site, shall be reported to the Contracting Officer immediately. The Contracting Officer will have the option of directing commencement of work at the site or requiring the Contractor to submit further plans for locating the utility lines. Once the utilities have been located and marked, the Contractor shall be deemed to have the location made known to it pursuant to CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS." If the Contractor damages any existing utility line, vegetation, structure, equipment or improvement, a report thereof shall be made immediately to the Contracting Officer. In any event, existing utility lines, vegetation, structures, equipment or improvements shall be protected from damage, and if damaged, shall be repaired by the Contractor at its own expense.

1.4.4 Vehicular Access

Throughout the period of work on this contract, the Contractor shall maintain an all-weather roadway through or around its work area when work therein would otherwise block an existing roadway. Such permanent or temporary roadways shall be kept open for use by emergency vehicles, as well as residential and commercial traffic at all times.

1.4.5 Utility Services

1.4.5.1 Contractor-Furnished Utility Services

The Contractor shall furnish, at its own expense, all water, electric current and other utilities required for its use.

1.4.6 Protection and Maintenance of Traffic

1.4.6.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic. The method of dust control shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work

areas during any night work operations. Upon completion of the work, haul roads shall be removed unless otherwise approved by the Contracting Officer. Any dirt or mud which is tracked onto paved or surfaced roadways shall be promptly cleaned away.

1.4.7 Contract Supervision and Representation

The Contractor's local representative shall be available to Government representatives during duty hours, and shall be available by telephone at other times. The name of the Contractor's representative and the contact telephone number shall be furnished to the Government.

1.4.8 Traffic Control Plan

The Contractor shall control traffic in accordance with its approved plan.

1.4.9 Temporary Lights, Signals and Buoys Required by Coast Guard

All temporary lights, signals and buoys required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander (oan), Ninth Coast Guard District, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

1.4.10 Navigation Buoys

1.4.10.1 Relocation of Existing Buoys

If the relocation of existing navigation buoys is required to perform the contract work, the Contractor shall request permission for their relocation from the U.S. Coast Guard through the Contracting Officer. Once relocated, a record shall be maintained of the buoy relocation position(s). The request shall be provided to the Contracting Officer not less than three (3) weeks prior to need of the buoy relocation. The Contractor shall be responsible for performing the relocation work, which shall be in accordance with U.S. Coast Guard requirements.

1.4.10.2 Temporary Dredging and Construction Buoys

In order to distinguish temporary buoys placed and maintained by the Contractor for dredging or construction purposes from aids to navigation placed by the U.S. Coast Guard, the Contractor's buoys shall be white and the top two (2) feet shall be light green in color. The Contractor shall remove its temporary buoys at the completion of the work.

1.4.10.3 Buoy Markings

If buoys with special markings are needed to indicate the different sides of the navigable channel, prior arrangements shall be made with the U.S. Coast Guard, through the Contracting Officer.

1.4.11 Layout of Work and Surveys

1.4.11.1 Layout of Work

The following requirements are in addition to the requirements of CLAUSE titled "LAYOUT OF WORK." The Government has established bench marks and horizontal control points at the site of the work. Horizontal control points and descriptions of bench marks are shown on the drawings and on

sheets enclosed in SECTION 01999. The elevations of bench marks are referred to mean water level (IGLD 1955).

1.4.11.2 Surveyor Requirements

From these control points and bench marks, the Contractor shall lay out the work by establishing all lines, grades, range markers and gauges at the site as necessary to control the work. All survey information shall be recorded in accordance with standard and approved methods and in the survey note format approved by the Contracting Officer. All field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his or her duly authorized representative and upon completion of the contract work the originals shall be turned over to the Contracting Officer in ring binders.

1.4.11.3 Suspension

The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon satisfactory replacement of location and limit marks. Such suspension shall be at no additional cost to the Government and shall not entitle the Contractor to an extension of time for completing the work.

1.4.11.4 Verification

The Government may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of contract specifications and drawings. Such checking by the Contracting Officer or his or her representative shall not relieve the Contractor of its responsibility to perform all work in accordance with the contract drawings and specifications and the lines and grades given therein.

1.5 SEQUENCING AND SCHEDULING

1.5.1 Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 1 December and 31 March inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

1.5.2 Dredging Period Restriction

The Contractor's attention is directed to the allowed and prohibited dredging periods as established by the State of Michigan for this project as specified in SECTION 01130, "ENVIRONMENTAL PROTECTION" Paragraph, "PROTECTION OF FISH AND WILDLIFE RESOURCES", Subparagraph, "State of Michigan - Allowed and Prohibited Dredging Periods". The number of calendar days within which the Contractor is required to complete the work under this contract, as established in the BIDDING SCHEDULE by Contractor and incorporated into Clause titled "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK", is exclusive of the above referenced periods during which dredging is prohibited and the days in these periods will not be

counted when computing the required completion date.

1.5.3 Sunday, Holiday And Night Operations

When the Contractor elects to work on Saturdays, Sundays, holidays or nights, when not prohibited herein, notice of its intention to do so shall be given to the Contracting Officer not less than forty-eight (48) hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at its expense.

1.5.4 Work Period Restrictions

No work is allowed at the project sites during the following periods:

c. Holiday periods as follows:

- (1) 6 p.m. 28 May to 6 a.m. 1 June 2004
- (2) 6 p.m. 2 July to 6 a.m. 6 July 2004
- (3) 6 p.m. 3 September to 6 a.m. 7 September 2004

Noise generating activities such as, but not limited to, pile driving, concrete breaking, and jackhammering are not allowed between 8 p.m. and 6 a.m. daily. The Government's on-site representative will make the final determination of which activities are allowed between 8 p.m. and 6 a.m. daily.

The above-stated no-work periods, as applicable, are included in the number of calendar days within which the Contractor is required to complete the work as established in CLAUSE titled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK" and therefore the above-stated no-work periods will not entitle the Contractor to additional time for completing the work.

1.5.5 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. (See Clause titled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, FAR 52.212-0003.)

PART 2 PRODUCTS

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01101

REAL ESTATE

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01101

REAL ESTATE

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation. The following shall be submitted in accordance with SECTION 01330, titled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Additional Property Agreements; GA-AOF.

Copies of any agreements for Contractor-acquired real estate rights for this project shall be furnished before entering thereon.

1.2 REGULATORY REQUIREMENTS

1.2.1 Real Estate Rights

Rights for the use of the Government-furnished transfer and disposal areas have been obtained and the general limits of the areas are shown on the drawings. Copies of instruments conveying rights for use of the disposal and transfer areas shown on the drawings and specified herein are available for inspection in the Engineering & Construction Division, Design Branch, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan. Conformance to all applicable requirements of the instruments conveying rights is required. Two (2) copies of each instrument will be furnished to the Contractor. All real estate lakeward of the Ordinary High Water Mark (Elevation 568.6 feet) is under Federal jurisdiction and no permit or agreements are necessary for work therein.

1.2.2 Additional Real Estate Rights

Any additional property agreements and/or real estate rights desired by the Contractor shall be obtained by the Contractor at its own expense. Such agreements shall clearly relieve the Government of any responsibility for damages or liability resulting from the Contractor's use of such grounds.

1.3 PROJECT/SITE CONDITIONS

1.3.1 Location and Verification

It shall be the Contractor's responsibility to accurately locate the limits of all lands utilized under the contract [and have said limits verified by a registered surveyor. The corner and angle points of each area for which rights have been obtained shall be marked with semipermanent markers except where there is an approved existing property marker. Temporary markers shall be placed at points on alignment. The points on alignment shall be marked at stations so that intervals between points do not exceed 200 feet.

1.3.2 Survey Markers

All markers shall be installed in an area prior to its use and they shall be available for reference during and upon completion of use of the area. Where approved existing property markers are found, a witness stake, as specified in Subparagraph, "Semipermanent Markers" below, shall be provided. If the types of markers specified hereinafter cannot be used, other types, as approved by the Contracting Officer, shall be provided.

1.3.2.1 Semipermanent Markers

The markers shall be a steel rod one-half inch in diameter and four (4) feet long. The steel rod shall be driven vertically into the ground so that the top is flush with the finished ground surface. Each marker shall be witnessed by a 2" x 2" yellow stake extending two (2) feet above the ground surface and driven into the ground until stable, with not less than one (1) foot penetration.

1.3.2.2 Temporary Markers

Markers shall be 2" x 2", red-colored, wood hub stakes driven into the ground until stable (not less than one (1) foot penetration) with two (2) feet projecting above the ground surface. If the period in which temporary markers are to be in place exceeds one (1) construction season, a more permanent type of marker, as approved, shall be provided.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01130

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SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1 (3 Sept. 1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

MDOT 1996 (1996) Standard Specifications for Construction

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources (archaeological and historic resources); and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for all submittals with a "G" designation. The following shall be submitted in accordance with Section 01330, titled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Environmental Protection Plan; G-AOF.

Submit in writing an Environmental Protection Plan within ten (10) calendar days after receipt of Notice to Proceed. See Article titled ENVIRONMENTAL PROTECTION PLAN for details.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall be knowledgeable of and comply with all applicable Federal, State, and local laws, regulations, permits and licenses concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations. Note any unique requirements for this contract in the environmental pollution control plan. Also see Clauses titled "CLEAN AIR AND WATER" and "PERMITS AND RESPONSIBILITIES." The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall confine its activities to areas defined by the drawings and specifications. The Contractor shall protect those environmental features, indicated specially on the drawings or in the specifications, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.4.2 Permits

The Contractor shall obtain any necessary permits and licenses that have not been obtained by the Government. This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained environmental permits. The Contractor shall also comply with other environmental commitments made by the Government, including any environmental documents pertaining to the project.

1.4.3 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The

Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. The Contractor shall refer to the applicable existing environmental documentation to ensure that the natural, historic, and cultural resources specific or unique to this project are protected. Any necessary coordination with and/or notices to all interested agencies and the public have been made by the Government for environmental documentation prepared by the Government. Copies of the documents are available for review at the offices of the Detroit District, Environmental Analysis Branch, 7th Floor, 477 Michigan Avenue, Detroit, MI 48226. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 Federal, State and Local Laws and Regulations

The Contractor shall be knowledgeable of all Federal, State and local environmental laws and regulations which apply to the construction operations under the Contract and shall list any unique requirements applicable to this contract as part of the Environmental Protection Plan.

1.5.2 Spill Control Plan

The Contractor shall include as part of the Environmental Protection Plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a

reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished, including, but not limited to, monitoring of land, air, and water resources, including noise, odors and vibrations.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas where the work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

3.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Vegetated soil surfaces disturbed by construction activities shall be re-vegetated as soon as practicable after completing

operations in the disturbed area. Trees, brush and vegetation which will be covered with dredged material within a confined disposal facility (CDF) are not required to be preserved and protected.

3.1.2.1 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the drip line of trees to be saved except as shown on the drawings. Trees, brush and vegetation which will be covered with dredged material within a confined disposal facility (CDF) are not required to be protected and preserved.

3.1.3 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present to prevent the spread of non-indigenous and/or pest species. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.3.1 Control of Non-Indigenous Aquatic Nuisance Species

The Contractor shall conduct diligent watercraft operating practices to prevent the spread of Non-Indigent Aquatic Nuisance Species (ANS). Such practices shall include, but not be limited to, cleaning equipment on-site to prevent the spread of seeds, eggs, larvae, or other dispersal vectors (e.g. do not transport soil and plant matter from one location to another); and discharging or exchanging ballast water or other water from a vessel of any type only at a location where the chances for survival of ANS are minimal, such as at cold, deep regions of Great Lakes which are far from shore.

3.1.4 Soil Disposal Areas on Government Property

Material disposal on Government property shall be disposed only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property. Disposal operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

3.1.5 Disposal of Waste Materials

Disposal of any materials, waste, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams, rivers, or lakes and in areas not authorized for waste disposal shall not be permitted. If any waste material is dumped or placed in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, ground which has become contaminated through the fault or negligence of the Contractor shall be excavated, disposed of as directed by the Contracting Officer, and replaced

with suitable fill material compacted and finished with topsoil and planted as required to re-establish vegetation, all at the expense of the Contractor. Disposal of waste, trash and other materials off the project site shall be in accordance with all applicable Federal, State, and local laws, rules and regulations. Removed vegetation, including trees, shall be put to beneficial reuse and not placed into landfills.

3.1.5.1 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed of on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste off Government property and dispose in compliance with Federal, State, and local requirements.

3.1.5.2 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local laws, rules and regulations.

3.1.5.3 Spillages

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, ashes, sawdust, waste washings, herbicides and insecticides, rubbish or sewage, and other pollutants from entering public waters.

3.1.6 Clearing Debris

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Demolition products shall be transported from Government property for proper disposal in compliance with Federal, State, and local requirements.

3.1.7 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste

shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system. A copy of the manifest shall be provided to the Contracting Officer for any hazardous waste disposed of under this contract.

3.1.8 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.1.9 Hydrocarbons, Carbon Monoxide, and Oxides of Nitrogen and Sulfur

Vapor/gaseous emissions of hydrocarbons, carbon monoxide, oxides of nitrogen and sulfur oxides from equipment shall be controlled to Federal and State limits at all times.

3.1.10 Odors

Odors from all construction activities, processing and preparation of shall be controlled at all times.

3.1.11 Ground Vibrations

Ground vibrations from construction activities shall be controlled at all times.

3.1.12 Protection from Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. Construction equipment shall be fitted with noise control devices.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Discovered Historic, Archaeological, and Cultural Resources

If, during construction activities, items are observed that may have historic or archaeological value (e.g., human remains or associated objects, or artifacts are discovered), such items shall be protected in place and the observations shall be reported immediately to the Contracting Officer so that the District Archaeologist may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to, or the destruction of, these resources. The Contractor shall prevent its employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

3.4.1 Protection of Fish, Wildlife and Flora

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning construction operations. See Subparagraph titled "Environmental Protection Plan."

3.4.2 State of Michigan - Allowed and Prohibited Dredging Periods

During the following periods of the year dredging is allowed:

| <i>Harbor</i> | <i>Allowed Dredging Periods</i> |
|---------------|-----------------------------------|
| Bolles Harbor | 1 April 2004 through 15 May 2004 |
| | 1 July 2004 through 31 March 2005 |

Dredging is prohibited during any other periods.

3.5 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

3.5.1 Particulates

Airborne particulates, including dust particles, aerosols, and gaseous by-products from construction activities and processing and preparation of materials, shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

3.6 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular

pollutant.

3.8 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly.

The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items required to be discussed shall include recognition and protection of archaeological sites, artifacts, and historic structures.

3.9 POST CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of temporary facilities such as haul roads, work area, structures, stock piles of excess or waste materials, fencing, buoys, stakes, or other vestiges of construction within the work, storage and access areas or as directed by the Contracting Officer. Except for surfaced areas, the areas shall be restored to near natural conditions which will permit the growth of vegetation thereon. In areas where restoration to near natural conditions is not required, surfaces shall be evenly and smoothly dressed, sloped to drain, and the edges of the restored area graded to be flush with the surrounding existing grade even if original contours are not restored. All damaged non-surfaced areas shall be restored by topsoiling, fertilizing, seeding and mulching, unless otherwise specified or directed. The topsoiling, fertilizing, seeding, and mulching shall be in accordance with the applicable provisions of MDOT 1996, DIVISION 8, Section 816 "Turf Establishment". Dune grass planting shall be in accordance with MDOT 1996, Section 818, Dune Grass Planting.

3.10 RESTORATION OF LANDSCAPE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the Contractor's submitted plan, as approved by the Contracting Officer. The work shall be accomplished at the Contractor's expense.

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SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor
128+ MB RAM for work station/ 256+MB RAM for server.
4 GB hard drive disk space for sole use by the QCS system
3 1/2 inch high-density floppy drive
Compact disk (CD) Reader 8X speed or higher
SVGA or higher resolution monitor (1024X768, 256 colors)
Mouse or other pointing device.
Windows compatible printer. (Laser printer must have 4 MB+ of RAM)
Connection to the Internet, minimum 56k BPS

Software

MS Windows 98, ME, NT, or 2000
Word Processing software compatible with MS Word 97 or newer
Latest version of; Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
Electronic mail (E-mail) MAPI compatible.

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective

of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies

identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually

or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be

returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

- SD-01 Preconstruction Submittals
- SD-02 Shop Drawings
- SD-03 Product Data
- SD-04 Samples
- SD-05 Design Data
- SD-06 Test Reports
- SD-07 Certificates
- SD-08 Manufacturer's Instructions
- SD-09 Manufacturer's Field Reports
- SD-10 Operation and Maintenance Data
- SD-11 Closeout Submittals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items where specified and as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION", they are considered to be "shop drawings."

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.3.1 Other Designated Approving Authority

In the column titled "REVIEWER" on the submittal register ENG FORM 4288, or equivalent RMS form, the designated approving authority for each submittal requiring Government Approval is identified by an acronym. Following is a list of acronym used and their full description:

AOF Corps of Engineers Area Office

RED Corps of Engineers Real Estate Division

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

In SECTION 01999 is one set of the ENG FORM 4288 listing each item for which submittals are required by the specifications. The Contractor shall complete filling out the blanks on the form in columns a, q, r, s, t, u and

v, and return two (2) completed copies to the Contracting Officer for approval within ten (10) calendar days after receipt of the Notice to Proceed. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register and progress schedules shall be coordinated and updated regularly by the Contractor.

3.2.1 Resident Management System (RMS)

Reference is made to the RMS specified in PART 3 of SECTION 01451, CONTRACTOR QUALITY CONTROL and the applicable SUBMITTAL INFORMATION form enclosed in SECTION 01999. The Contractor is not required to make duplicate submittals and shall use the RMS form in lieu of ENG FORM 4288. An RMS software module will be supplied to the Contractor for running and utilizing the RMS program.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 10 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) is available at the Area Office, and shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor or may be copied from the copy provided by the Area Office. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval (G), the submittals will be identified as having received approval by being so stamped and dated. The distribution of approved copies will be as specified in CLAUSE titled "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION".

3.7.1 Reservation of Rights

The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Officer from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps, approximately 2 inches high by 3 inches wide and similar to the following, shall be used by the Contractor on the submittal data to validate approval:

| |
|--|
| CONTRACTOR |
| (Firm Name) |
| _____ Approved |
| _____ Approved with corrections as noted on submittal data and/or attached sheets(s). |
| SIGNATURE: _____ |
| TITLE: _____ |
| DATE: _____ |

3.10 ACCIDENT PREVENTION PLAN

The format of the Contractor's Accident Prevention Plan shall be in accordance with Table 1-1, GUIDELINES FOR PREPARATION OF ACCIDENT PREVENTION PLAN of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, 3 Sept 1996. A copy of NCE FORM 129 is available at the Area Office for use in preparing activity hazard analysis documentation.

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Quality Control Plan; G-AOF

At least ten (10) calendar days prior to commencing work submit a Quality Control Plan.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Clause titled "INSPECTION OF CONSTRUCTION." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. Information required in the paragraph titled "IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SUSTEM (RMS)" shall be incorporated into the Contractor's Quality Control plan, as applicable.
- b. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project superintendent.
- c. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters shall also be furnished to the Government.
- e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators suppliers, and purchasing agents. These procedures shall be in accordance with SECTION 01330, "SUBMITTAL PROCEDURES".
- f. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- g. Procedures for tracking preparatory, initial, and follow-up control phases, including documentation.
- h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- i. Reporting procedures, including proposed reporting formats.
- j. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may be generally considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list shall be as agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in its CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

Immediately after adjournment of the required Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC plan shall be submitted in draft form for a review a minimum of 3 working days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and are to be signed by both the Contractor and the Contracting Officer or the Contracting Officer's Representative. The minutes shall be separate from the Preconstruction Conference minutes and shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.3.1 Finalize CQC Plan

Immediately following the Preconstruction Conference, the Contractor shall finalize the CQC plan, taking into account comments made at the conference, and shall formally submit the CQC plan for acceptance. The Contractor shall allow up to 10 calendar days for review and acceptance of the finalized submittal.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete

authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the on site work organization who shall be responsible for overall

management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be a construction person with a minimum of 3 years in related work. This CQC system manager shall be on site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times that the work related to the applicable skill is ongoing. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 Additional Requirements

In addition to the above experience and education requirements the CQC System Manager shall have completed the course titled "Construction Quality Management For Contractors". This course is periodically offered at one or more of the Area Offices within the District.

3.6 SUBMITTALS

Submittals shall be as specified in SECTION 01330, titled "SUBMITTAL PROCEDURES". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

3.7.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required

preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory control phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by a completed Preparatory Inspection Checklist and by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.7.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. A completed initial inspection checklist of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not

being met.

3.7.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.7.4 Implementation of Government Resident Management System (RMS)

The Contractor shall utilize the Government-furnished CQC Management Report, NCE Form 63 for its daily reports. (Copy enclosed in SECTION 01999). Other Contractor desired reporting forms may be used in addition to this form. The Contractor shall use a government-furnished RMS CQC computer module for managing the quality control for this project. On the Government-furnished Input Forms in SECTION 01999 for use with the RMS, the Contractor shall provide the following information:

- (1) Prime Contractor staffing
- (2) letter codes which the Contractor wishes to use in addition to those supplied with the program libraries. A list of current existing codes is provided in SECTION 01999.
- (3) subcontractor information showing trade, name, address, and insurance expiration dates
- (4) Definable features of work from a Government provided dictionary (may be expanded by the Contractor, as approved).
- (5) Pay activity and activity information, including minimum and maximum durations for each activity on a separate listing. The sum of all activity values shall equal the contract amount and, all Bid Items and Additives shall be separately identified, in accordance with the BIDDING SCHEDULE. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. All of the data listed in this Subpart 6 shall be provided and the RMS CQC module shall be completed to the satisfaction of the Contracting Officer prior to any contract payments (except payments for bonds, insurance and/or mobilization as approved by the Contracting Officer) and shall be updated as required.
- (6) Required Quality Control tests (as applicable) tied to individual activities. The QC Reports/QC Requirements function of the RMS QC Module will be used to meet the requirements for tracking of verification and acceptance testing specified in the paragraph titled "Content of the CQC Plan".
- (7) Submittal information relating to specification section, bid item number, description, activity number, review period and expected procurement period
- (8) User schooling information (as applicable).

The above items shall be incorporated into the required submittal for the Contractor's Quality Control Plan required in the paragraph titled "QUALITY CONTROL PLAN" of this Section.

a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor shall acknowledge receipt of these comments by specific number reference on its Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification. The contractor will use the QC COMMENTS function of the RMS QC Module to meet the requirements for tracking construction deficiencies as specified in paragraph titled, "Content of the CQC Plan".

b. The Contractor's schedule system shall include, as specified and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals (as applicable) and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Contracting Officer Representatives (as applicable).

3.7.5 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.8 DOCUMENTATION

The Contractor shall maintain Daily Inspection Reports of quality control operations, activities, and tests performed, including the work of subcontractors. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. For dredging projects, the report shall always include the character and types of materials removed. Whenever there is a significant change in the materials, the location of such change shall be included in the reports.
- d. Control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site, with statement as to acceptability, storage, and reference to specifications/drawings requirements.

- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that the workmanship complies with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the contract. The first report following a period of no work shall be for that day and all the no-work days since the last reported work day. Reports shall be sequentially numbered for this project, signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of reports prepared by all subordinate quality control personnel.

3.9 SAMPLE FORMS

Sample forms for the CQC Management Report, Preparatory Inspection Checklist, Initial Inspection Checklist, and other required reports and plans are enclosed in SECTION 01999. The Contractor shall tailor the checklists to include all reporting and quality control requirements specific to this project.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor or subcontractor.

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SECTION 01999

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PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART 1 GENERAL

1.1 ENCLOSURES

This Section contains documents referenced in other Sections of the specifications. They are consolidated in this Section for the convenience of the Contractor and the Government. The Contractor may reproduce the enclosed forms for its use or obtain a supply of the forms from the Contracting Officer.

TITLE

CONSTRUCTION QUALITY MANAGEMENT REPORT - NCE FORM 63,
6 MAY 77. (2 Sides)

PREPARATORY INSPECTION CHECKLIST (3 SIDES)

INITIAL INSPECTION CHECKLIST (2 SIDES)

ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS-
NCE FORM 129, 6 JUNE 1986.

RESIDENT MANAGEMENT SYSTEM FORMS

- A. CURRENT ACTIVITY SUMMARY (SMPL)
- B. INITIAL INSPECTION WORKSHEET
- C. PREPARATORY INSPECTION WORKSHEET
- D. CONTRACTOR QUALITY CONTROL REPORT (QCR)
- E. TRANSMITTAL SHEET (4025-R)

DAILY REPORT OF OPERATIONS - HOPPER DREDGES-
ENG FORM 27A, 1 APR 73 (2 SIDES)

REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES -
ENG FORM 4267, JAN 70 (2 SIDES)

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA,
MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATIONS
OF COMPLIANCE ENG FORM 4025, MAY 91 (2 SIDES)

SUBMITTAL REGISTER - ENG FORM 4288, MAY 91

OVERDEPTH AND TOLERANCE DRAWINGS

NOTICE TO MARINERS FORM

BENCHMARKS AND HORIZONTAL CONTROL DATA

GENERAL DECISION NO. IL030018

GENERAL DECISION NO. MI030083

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- END OF SECTION --

CONSTRUCTION QUALITY CONTROL MANAGEMENT

DATE _____ REPORT _____
CONTRACTOR _____ CONTRACT NO. _____
PROJECT NAME _____ LOCATION _____
WEATHER TYPE _____ TEMP. MAX _____ MIN _____ RAINFALL _____ GAGE READING _____
EMPLOYEES: SUPV. _____ SKILLED _____ LABORERS _____ LENGTH OF SHIFT _____ HR _____

WORK RESPONSIBILITY: NAME (PRIME OR SUBCONTRACTOR) AND AREA OF RESPONSIBILITY .

- A. _____
B. _____
C. _____
D. _____
E. _____

WORK PERFORMED TODAY: (LOCATION, DESCRIPTION, QUANTITY AND RESPONSIBILITY BY LETTER REFERENCE
(Relate to Items on the Progress Chart or CPM)

INSPECTION: (DESCRIPTION OF INSPECTION AND LOCATION. INCLUDE OFF-SITE, MATERIALS AND EQUIPMENT INSPECTION.)

A. PREPARATORY PHASE:

B. INITIAL PHASE:

C. CONTINUOUS PHASE:

RESULTS OF INSPECTION: (INCLUDE FINDINGS, DEFICIENCIES OBSERVED & CORRECTIVE ACTION)

RESULTS OF SURVEILLANCE CONTINUED:

TEST PERFORMED: TYPE, LOCATION, RESULTS INCLUDING FAILURES & REMEDIAL ACTION,
(ATTACH COPY OF TEST REPORT OR NOTATION WHEN IT WILL BE FURNISHED.)

WORK ITEMS BEHIND SCHEDULE: REASON, EFFECT ON PROGRESS SCHEDULE AND ACTION TAKEN.

JOB SAFETY: (REPORT CONDITIONS, DEFICIENCIES, CORRECTIVE ACTION & RESULTS.)

REMARKS: LIST ATTACHMENT AND OTHER MANAGEMENT ACTIONS TAKEN TO ASSURE QUALITY
CONSTRUCTION

IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY CONTROL IS NOT BEING
IMPLEMENTED.
THE ABOVE REPORT IS COMPLETE AND CORRECT AND ALL MATERIALS & SUPPLIES INCORPORATED IN THE
WORK ARE IN COMPLIANCE WITH THE TERMS OF THE CONTRACT EXCEPT AS NOTED:

CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

PREPARATORY INSPECTION CHECKLIST

CONTRACT NO: _____ DATE: _____

TITLE: _____ SPECS. SECTION: _____

MAJOR DEFINABLE SEGMENT OF WORK: _____

A. PERSONNEL PRESENT:

| | <u>NAME</u> | <u>POSITION</u> | <u>COMPANY</u> |
|-----|-------------|-----------------|----------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |

B. TRANSMITTAL INVOLVED:

| | <u>NUMBER & ITEM</u> | <u>CODE</u> | <u>CONTRACTOR OR GOVERNMENT APPROVAL</u> |
|----|--------------------------|-------------|--|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |

PREPARATORY INSPECTION CHECKLIST

B-I. Have all items involved been approved Yes_____ No_____

B-II. What item have not been approved?

| <u>ITEM</u> | <u>STATUS</u> |
|-------------|---------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

C. Are all materials on hand? Yes____No_____

C-I. Are all materials on hand accordance with approvals? Yes____No_____

C-II. Items not on hand or not in accordance with transmittals:

1. _____
2. _____
3. _____
4. _____

D. Test required in accordance with contract requirements:

| <u>TEST</u> | <u>PARAGRAPH</u> |
|-------------|------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |

PREPARATORY INSPECTION CHECKLIST

E. ACCIDENT PREVENTION PREPLANNING – HAZARD CONTROL MEASURES:

E-1 Applicable Outlines)Attach completed copies):

1. _____
2. _____
3. _____
4. _____
5. _____

E-II Operational Equipment Checklist

ATTACHED FOR:

1. _____
2. _____
3. _____

ON FILE FOR:

1. _____
2. _____
3. _____

QUALITY CONTROL – PRIME CONTRACTOR

Page 3 of 3

INITIAL INSPECTION CHECKLIST

CONTRACT NO: _____ DATE: _____

Description and Location of Work Inspected: _____

_____ Specs. Section: _____

REFERENCE CONTRACT DRAWING:

A. PERSONNEL PRESENT :

| | NAME | POSITION | COMPANY |
|-----|-------|----------|---------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ |

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS

AND SPECIFICATION: YES _____ NO _____

IF NOT, EXPLAIN: _____

INITIAL INSPECTION CHECKLIST

C. PROCEDURES AND WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES _____ NO _____

IF NOT, EXPLAIN: _____

D. WORKMANSHIP IS ACCEPTABLE: YES _____ NO _____ STATE AREAS WHERE IMPROVEMENT IS NEEDED: _____

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN: _____

QUALITY CONTROL REPRESENTATIVE

ACCIDENT PREVENTION PROGRAM
ACTIVITY HAZARD ANALYSIS

Page of

| | | |
|-----------------|-------------|-------------------------|
| 1. Contract No. | 2. Project | 3. Facility |
| 4. Date | 5. Location | 6. Estimated Start Date |

| 7. Item | 8. Phase of Work | 9. Safety Hazard | 10. Precautionary Action Taken |
|---------|------------------|------------------|--------------------------------|
| | | | |

| |
|-----------------------------------|
| 11. Contractor (Signature & Date) |
|-----------------------------------|

| | |
|---|--|
| 12. Report discussed with contractor/ superintendent on | 13. Contracting Officer (Signature & Date) |
|---|--|



US Army Corps
of Engineers

Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Location Name

| Activity Number | Activity Description | QUANTITY | UNIT PRICE | AMOUNT |
|--------------------|--|---------------|----------------------------|-----------------------|
| CLIN 0001 | North and South Pier Repairs | 1 | \$3,437,787.18 / LS | \$3,437,787.18 |
| 1001 | Bonds | | | \$49,136.00 |
| 1002A | Prepare & Mobilize Equipment | | | \$94,864.00 |
| 1002B | Prepare Site | | | \$72,500.00 |
| 1002C | Office Trailers & Utilities | | | \$22,500.00 |
| 1003A | Demobilize Equipment | | | \$5,000.00 |
| 1003B | Site Restoration | | | \$2,500.00 |
| 1003C | As-Built Drawings | | | \$2,500.00 |
| 1004A | Furnish SSP | | | \$750,000.00 |
| 1004B | Furnish Special Piles | | | \$50,000.00 |
| 1004C | Furnish SSP Pile Shoes | | | \$30,000.00 |
| 1004D | Fabricate Template | | | \$6,000.00 |
| 1004E | Excavate Driving Line | | | \$100,000.00 |
| 1004F | Set & Drive SSP | | | \$500,000.00 |
| 1004G | Backfill Driving Line | | | \$50,000.00 |
| 1004I | South Driving Line Obstruction Removal | | | \$117,787.18 |
| 1005A | Furnish Misc. Steel | | | \$193,000.00 |
| 1005B | Furnish Tie-Rods | | | \$20,000.00 |
| 1005C | Furnish Plate Washers | | | \$15,000.00 |
| 1005D | Furnish Fastners | | | \$12,000.00 |
| 1005E | Place Misc. Steel | | | \$280,000.00 |
| 1006A | Demo Concrete & Remove (Rubblemound) | | | \$100,000.00 |
| 1006B | Excavate Existing Crib (Rubblemound Area) | | | \$185,000.00 |
| 1006C | Disposal of Demo Materials (Rubblemound Area) | | | \$25,000.00 |
| 1007A | Furnish H-Pile Materials | | | \$22,800.00 |
| 1007B | Install H-Piles | | | \$27,200.00 |
| 1008A | Furnish Rebar | | | \$135,000.00 |
| 1008B | Place Concrete (2000 CY @ \$250.00/CY) | | | \$500,000.00 |
| 1009A | Furnish Handrails | | | \$60,000.00 |
| 1009B | Place Handrails | | | \$7,000.00 |
| 1009C | Paint Handrails | | | \$3,000.00 |
| | | | | \$3,437,787.18 |
| CLIN 0002 | Fill Stone: | 0 | \$0.00 / NA | \$0.00 |
| | No Activities Assigned to this Bid Item. | | | |
| CLIN 0002AA | First 18,000 tons | 18,000 | \$22.50 / TN | \$405,000.00 |
| 2001 | Furnish & Place Fill Stone - 1st 18,000 Tons | | | \$405,000.00 |
| | | | | \$405,000.00 |
| CLIN 0002AB | Over 10,000 tons | 2,000 | \$22.50 / TN | \$45,000.00 |
| 2101 | Furnish & Place Fill Stone - Over 18,000 Tons | | | \$45,000.00 |
| | | | | \$45,000.00 |
| CLIN 0003 | Underlayer Stone: | 0 | \$0.00 / NA | \$0.00 |
| | No Activities Assigned to this Bid Item. | | | |
| CLIN 0003AA | First 4,500 Tons | 4,500 | \$31.50 / TN | \$141,750.00 |
| 3001 | Furnish & Place Underlayer Stone - 1st 4,500 Tons | | | \$141,750.00 |
| | | | | \$141,750.00 |
| CLIN 0003AB | Over 4,500 tons | 450 | \$31.50 / TN | \$14,175.00 |
| 3101 | Furnish & Place Underlayer Stone - Over 4,500 Tons | | | \$14,175.00 |
| | | | | \$14,175.00 |
| CLIN 0004 | Scour Stone: | 0 | \$0.00 / NA | \$0.00 |
| | | | | |



US Army Corps
of Engineers

Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Location Name

| Activity Number | Activity Description | QUANTITY | UNIT PRICE | AMOUNT |
|--|---|--------------|---------------------|---------------------|
| CLIN 0004 | Scour Stone: (Continued) | 0 | \$0.00 / NA | \$0.00 |
| No Activities Assigned to this Bid Item. | | | | |
| CLIN 0004AA | First 3,500 tons | 3,500 | \$27.50 / TN | \$96,250.00 |
| 4001 | Furnish & Place Scour Stone - 1st 3,500 Tons | | | \$96,250.00 |
| | | | | \$96,250.00 |
| CLIN 0004AB | Over 3,500 tons | 600 | \$27.50 / TN | \$16,500.00 |
| 4101 | Furnish & Place Scour Stone - Over 3,500 Tons | | | \$16,500.00 |
| | | | | \$16,500.00 |
| CLIN 0005 | Bedding Stone: | 0 | \$0.00 / NA | \$0.00 |
| No Activities Assigned to this Bid Item. | | | | |
| CLIN 0005AA | First 3,000 tons | 3,000 | \$28.00 / TN | \$84,000.00 |
| 5001 | Furnish & Place Bedding Stone - 1st 3,000 Tons | | | \$84,000.00 |
| | | | | \$84,000.00 |
| CLIN 0005AB | Over 3,000 tons | 600 | \$28.00 / TN | \$16,800.00 |
| 5101 | Furnish & Place Bedding Stone - Over 3,000 Tons | | | \$16,800.00 |
| | | | | \$16,800.00 |
| CLIN 0006 | Armor Stone: | 0 | \$0.00 / NA | \$0.00 |
| No Activities Assigned to this Bid Item. | | | | |
| CLIN 0006AA | First 6,000 tons | 6,000 | \$34.00 / TN | \$204,000.00 |
| 6001 | Furnish & Place Armor Stone - 1st 6,000 Tons | | | \$204,000.00 |
| | | | | \$204,000.00 |
| CLIN 0006AB | Over 6,000 tons | 825 | \$34.00 / TN | \$28,050.00 |
| 6101 | Furnish & Place Armor Stone - Over 6,000 Tons | | | \$28,050.00 |
| | | | | \$28,050.00 |
| Sum of CLINs | | | | \$4,489,312.18 |
| Sum of Activities | | | | \$4,489,312.18 |
| Difference | | | | \$0.00 |

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc

| | | |
|-------|--|--------------------|
| 1008A | Furnish Rebar | \$135,000.00 |
| 1008B | Place Concrete (2000 CY @ \$250.00/CY) | \$500,000.00 |
| | | <hr/> \$635,000.00 |

B. QUALITY CONTROL REQUIREMENTS -

SUBMITTALS REQUIRED -

| | | | | |
|-------|----|--|---|---------------|
| 00700 | 1 | SF 1413 for Subcontracts | | Not submitted |
| 03250 | 1 | Expansion Joint Materials | A | Approved |
| 03307 | 1 | Batching and Mixing Equipment | F | Receipt |
| 03307 | 2 | Conveying and Placement Equipment | F | Receipt |
| 03307 | 3 | Reinforcing Steel (Mat Steel, Bar Steel) | A | Approved |
| 03307 | 4 | Concrete Mixture Proportions; | A | Approved |
| 03307 | 5 | Cementitious Material | A | Approved |
| 03307 | 6 | Aggregates | A | Approved |
| 03307 | 7 | Manufacturer's Literature | A | Approved |
| 03307 | 8 | Batching & Mixing Equipment - Redi-Mix | F | Receipt |
| 03307 | 9 | Conveying & Placing Equipment - Redi-Mix | F | Receipt |
| 03307 | 10 | Concrete Mix Proportions - Redi-Mix | A | Approved |
| 03307 | 11 | Cementitious Material - Redi-Mix | A | Approved |
| 03307 | 12 | Aggregates - Redi Mix | A | Approved |
| 03307 | 13 | Manufacturer's Data; AEA - Redi-Mix | A | Approved |
| 03307 | 14 | Manufacturer's Data; WRA - Redi-Mix | A | Approved |
| 05500 | 2 | Welders | F | Receipt |
| 05552 | 4 | Mill Certs - Ladder Grab Rails | A | Approved |

QC TESTS -

| | | |
|------------|--|---------------|
| CT # 00001 | Obtain 1 Cylinder for strength testing at 7 days and 2 Cylinders for 28 days. Minimum of one set per day or 1 set per every 150 CY placed. (ASTM C-94) Required strength at 7 Days = 2,800 p.s.i.; 28 Days = 4,000 p.s.i. | Not Performed |
| CT # 00002 | Check Batch slips for water/cement ratio not to exceed 0.40 by weight | Not Performed |
| CT # 00003 | Check Slump at both mixer and discharge ends: Pumped = 3" - 7" at discharge Maximum of 5" at Mixer if no admixture used Maximum of 7" at mixer if admixture is used 2 checks per shift is minimum required | Not Performed |
| CT # 00004 | 2 Air Content tests required per shift. Check approved mix design for maximum and minimum values acceptable. | Not Performed |

C. QA/QC PUNCH LIST ITEMS -

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

C. QA/QC PUNCH LIST ITEMS - Cont.

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

D. LABOR RATES -

| LABOR CLASSIFICATIONS | BASIC RATE | FRINGE BENEFITS | PLUS % | TOTAL WAGE/HR |
|--------------------------|---------------|--------------------|-----------|------------------|
| <hr/> | <hr/> | <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> | <hr/> | <hr/> |

E. INSPECTION CHECKS -

IN COMPLIANCE
Yes/ No/ NA

- | | | | |
|---|-------|-------|-------|
| 1. Check rebar for proper bar sizes, per approved shop drawings. | <hr/> | <hr/> | <hr/> |
| 2. Check for 3" clearance of rebar from form sides and top surface. | <hr/> | <hr/> | <hr/> |
| 3. Check for proper use of concrete vibrators | <hr/> | <hr/> | <hr/> |
| 4. Check for correct finish elevations. | <hr/> | <hr/> | <hr/> |
| 5. Concrete finish shall meet approval of on-site Government Representative. Make sure all finishers are aware of approved finishing method and degree of brooming. | <hr/> | <hr/> | <hr/> |
| 6. Ensure embedded items are not displaced during placement and finishing of the concrete. | <hr/> | <hr/> | <hr/> |
| 7. <hr/> | <hr/> | <hr/> | <hr/> |
| 8. <hr/> | <hr/> | <hr/> | <hr/> |
| 9. <hr/> | <hr/> | <hr/> | <hr/> |
| 10. <hr/> | <hr/> | <hr/> | <hr/> |

F. JOB SITE SAFETY -

IN COMPLIANCE
Yes/ No/ NA

- | | | | |
|---|-------|-------|-------|
| 1. All employees working over water are required to wear workvests (PFDs) | <hr/> | <hr/> | <hr/> |
| 2. All employees are to wear hard hats. | <hr/> | <hr/> | <hr/> |
| 3. Concrete Pump must be shut down prior to cleaning. | <hr/> | <hr/> | <hr/> |
| 4. Review Activity Hazard Analysis for Concrete Work prior to performing this work. | <hr/> | <hr/> | <hr/> |
| 5. <hr/> | <hr/> | <hr/> | <hr/> |
| 6. <hr/> | <hr/> | <hr/> | <hr/> |
| 7. <hr/> | <hr/> | <hr/> | <hr/> |
| 8. <hr/> | <hr/> | <hr/> | <hr/> |

G. QA Evaluation Notes -

DISCUSSED
Yes/ No/ NA

- | | | | |
|----------|-------|-------|-------|
| 1. <hr/> | <hr/> | <hr/> | <hr/> |
| 2. <hr/> | <hr/> | <hr/> | <hr/> |
| 3. <hr/> | <hr/> | <hr/> | <hr/> |
| 4. <hr/> | <hr/> | <hr/> | <hr/> |

PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc.

| | | |
|-------|--|--------------------|
| 1008A | Furnish Rebar | \$135,000.00 |
| 1008B | Place Concrete (2000 CY @ \$250.00/CY) | \$500,000.00 |
| | | <hr/> \$635,000.00 |

B. QUALITY CONTROL REQUIREMENTS -**SUBMITTALS REQUIRED -**

| | | | | |
|-------|----|--|---|---------------|
| 00700 | 1 | SF 1413 for Subcontracts | | Not submitted |
| 03250 | 1 | Expansion Joint Materials | A | Approved |
| 03307 | 1 | Batching and Mixing Equipment | F | Receipt |
| 03307 | 2 | Conveying and Placement Equipment | F | Receipt |
| 03307 | 3 | Reinforcing Steel (Mat Steel, Bar Steel) | A | Approved |
| 03307 | 4 | Concrete Mixture Proportions; | A | Approved |
| 03307 | 5 | Cementitious Material | A | Approved |
| 03307 | 6 | Aggregates | A | Approved |
| 03307 | 7 | Manufacturer's Literature | A | Approved |
| 03307 | 8 | Batching & Mixing Equipment - Redi-Mix | F | Receipt |
| 03307 | 9 | Conveying & Placing Equipment - Redi-Mix | F | Receipt |
| 03307 | 10 | Concrete Mix Proportions - Redi-Mix | A | Approved |
| 03307 | 11 | Cementitious Material - Redi-Mix | A | Approved |
| 03307 | 12 | Aggregates - Redi Mix | A | Approved |
| 03307 | 13 | Manufacturer's Data; AEA - Redi-Mix | A | Approved |
| 03307 | 14 | Manufacturer's Data; WRA - Redi-Mix | A | Approved |
| 05500 | 2 | Welders | F | Receipt |
| 05552 | 4 | Mill Certs - Ladder Grab Rails | A | Approved |

C. QA/QC PUNCH LIST ITEMS -

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

D. LABOR RATES -

| LABOR CLASSIFICATIONS | BASIC RATE | FRINGE BENEFITS | PLUS % | TOTAL WAGE/HR |
|--------------------------|---------------|--------------------|-----------|------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS -

DRAWING / SPEC. NO

COMMENTS / CONFLICTS

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

DISCUSSED

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

F. REPETITIVE DEFICIENCIES FOUND ON PREVIOUS PROJECTS -

DISCUSSED

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

G. INSPECTION CHECKS -

IN COMPLIANCE

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

H. JOB SITE SAFETY -

IN COMPLIANCE

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

I. QUALITY ASSURANCE EVALUATION NOTES -

DISCUSSED

Yes/ No/ NA

- | | | | |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|---------------------|-----------------------|-----------------------------|----------------------------|--|----------|--|---|-----------|----------|---------------------|--|-----------|----------|------------|---|-----------|----------|------------|---|-----------|
| CONTRACTORS QUALITY CONTROL REPORT (QCR) DAILY LOG OF CONSTRUCTION - CIVIL | | REPORT NUMBER 92 Page 1 of 2 | | | | | | | | | | | | | | | | | | | | | |
| | | DATE 22 Jun 2001 - Friday | | | | | | | | | | | | | | | | | | | | | |
| PROJECT North & South Pier Repair, Baloney Harbor, MI | | CONTRACT NUMBER DACW35-02-C-#### NA | | | | | | | | | | | | | | | | | | | | | |
| CONTRACTOR ABC Company, Inc. 555 Imagination Road, Fantasy, MI 49494 | | WEATHER Weather Caused No Delay Temperature Min 80 °F, Max 63 °F; 0.01 IN Precipitation; 10 MPH Wind | | | | | | | | | | | | | | | | | | | | | |
| QC NARRATIVES Activities in Progress: Set and drove 24 sheets of SSP Installing Miscellaneous Steel Waler sections c/s 4+00W to 4+50W 123 Tons of Fill stone placed between existing structure and req'd SSP wall from c/s 6+25 W to 6+75W. Safety Inspection / Safety Meetings: Weekly Safety Meeting held today - Use of PPE - Hrad hats & Work Vests | | | | | | | | | | | | | | | | | | | | | | | |
| PREP/INITIAL DATES (Preparatory and initial dates held and advance notice) A preparatory inspection was held today for the following feature: Miscellaneous Steel & Handrail An initial inspection was held today for the following feature: Miscellaneous Steel & Handrail | | | | | | | | | | | | | | | | | | | | | | | |
| ACTIVITY START/FINISH The following activity was started today: <table border="0"> <tr> <td><u>Activity No</u></td> <td><u>Description</u></td> </tr> <tr> <td>2001</td> <td>Furnish & Place Fill Stone - 1st 18,000 Tons</td> </tr> </table> No activities were finished today | | | | <u>Activity No</u> | <u>Description</u> | 2001 | Furnish & Place Fill Stone - 1st 18,000 Tons | | | | | | | | | | | | | | | | |
| <u>Activity No</u> | <u>Description</u> | | | | | | | | | | | | | | | | | | | | | | |
| 2001 | Furnish & Place Fill Stone - 1st 18,000 Tons | | | | | | | | | | | | | | | | | | | | | | |
| QC REQUIREMENTS The following 4 QC requirements were completed today: <table border="0"> <tr> <td><u>Requirement No</u></td> <td><u>Type</u></td> <td><u>Description</u></td> <td><u>Results</u></td> </tr> <tr> <td>CT-00001</td> <td>QC Testing</td> <td>Check Plumbness of piles during driving</td> <td>Completed</td> </tr> <tr> <td>CT-00002</td> <td>QC Testing</td> <td>Check horizontal placement of piling (Check for Pile-Walk)</td> <td>Completed</td> </tr> <tr> <td>CT-00003</td> <td>QC Testing</td> <td>Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.</td> <td>Completed</td> </tr> <tr> <td>CT-00004</td> <td>QC Testing</td> <td>Video Tape Interlocks of piling after driving SSP</td> <td>Completed</td> </tr> </table> | | | | <u>Requirement No</u> | <u>Type</u> | <u>Description</u> | <u>Results</u> | CT-00001 | QC Testing | Check Plumbness of piles during driving | Completed | CT-00002 | QC Testing | Check horizontal placement of piling (Check for Pile-Walk) | Completed | CT-00003 | QC Testing | Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer. | Completed | CT-00004 | QC Testing | Video Tape Interlocks of piling after driving SSP | Completed |
| <u>Requirement No</u> | <u>Type</u> | <u>Description</u> | <u>Results</u> | | | | | | | | | | | | | | | | | | | | |
| CT-00001 | QC Testing | Check Plumbness of piles during driving | Completed | | | | | | | | | | | | | | | | | | | | |
| CT-00002 | QC Testing | Check horizontal placement of piling (Check for Pile-Walk) | Completed | | | | | | | | | | | | | | | | | | | | |
| CT-00003 | QC Testing | Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer. | Completed | | | | | | | | | | | | | | | | | | | | |
| CT-00004 | QC Testing | Video Tape Interlocks of piling after driving SSP | Completed | | | | | | | | | | | | | | | | | | | | |
| QA/QC PUNCH LIST (Describe QC Punch List items issued, Report QC and QA Punch List items corrected) The following QC Punch List item was issued today: <table border="0"> <tr> <td><u>Item No</u></td> <td><u>Location</u></td> <td><u>Description</u></td> </tr> <tr> <td>QC-00001</td> <td>4+25W</td> <td>Cut-off sheets to finish grade from 4+00W to 4+50W</td> </tr> </table> No Punch List items were corrected today | | | | <u>Item No</u> | <u>Location</u> | <u>Description</u> | QC-00001 | 4+25W | Cut-off sheets to finish grade from 4+00W to 4+50W | | | | | | | | | | | | | | |
| <u>Item No</u> | <u>Location</u> | <u>Description</u> | | | | | | | | | | | | | | | | | | | | | |
| QC-00001 | 4+25W | Cut-off sheets to finish grade from 4+00W to 4+50W | | | | | | | | | | | | | | | | | | | | | |
| CONTRACTORS ON SITE (Report first and/or last day contractors were on site) No contractors had their first or last day on site today | | | | | | | | | | | | | | | | | | | | | | | |
| LABOR HOURS The following labor hours were Reported today: <table border="0"> <tr> <td><u>Employer</u></td> <td><u>Labor Classification</u></td> <td><u>Number of Employees</u></td> <td><u>Hours Worked</u></td> </tr> <tr> <td></td> <td>IRONWORKER</td> <td>3.0</td> <td>10.0</td> </tr> <tr> <td></td> <td>PILE DRIVING SETTER</td> <td>2.0</td> <td>10.0</td> </tr> </table> | | | | <u>Employer</u> | <u>Labor Classification</u> | <u>Number of Employees</u> | <u>Hours Worked</u> | | IRONWORKER | 3.0 | 10.0 | | PILE DRIVING SETTER | 2.0 | 10.0 | | | | | | | | |
| <u>Employer</u> | <u>Labor Classification</u> | <u>Number of Employees</u> | <u>Hours Worked</u> | | | | | | | | | | | | | | | | | | | | |
| | IRONWORKER | 3.0 | 10.0 | | | | | | | | | | | | | | | | | | | | |
| | PILE DRIVING SETTER | 2.0 | 10.0 | | | | | | | | | | | | | | | | | | | | |

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|---|-------------------|-------------------------------------|---------------------------|--------------------|
| CONTRACTORS QUALITY CONTROL REPORT (QCR) DAILY LOG OF CONSTRUCTION - CIVIL | | REPORT NUMBER 92 | | Page 2 of 2 |
| | | DATE 22 Jun 2001 - Friday | | |
| PROJECT North & South Pier Repair, Baloney Harbor, MI | | CONTRACT NUMBER DACW35-02-C-#### | | |
| ABC Company, Inc. PILE DRIVER OPERATOR Total hours worked to date: 30.0 | | Total | 1.0 6.0 | 10.0 30.0 |
| EQUIPMENT HOURS The following equipment hours were Reported today: | | | | |
| Equipment ID | Description | | Standby Hours | Operating Hours |
| 00000002 | Vibratory Hammer | | 0.0 | 10.0 |
| 00000003 | Arc Welder | | 0.0 | 8.0 |
| 00000004 | Crane - 100' Boom | | 0.0 | 10.0 |
| Total operating hours to date: 28.0 | | Total | 0.0 | 28.0 |
| ACCIDENT REPORTING (Describe accidents) No accidents reported today | | | | |
| | | | | |
| CONTRACTOR CERTIFICATION On behalf of the contractor, I certify that this Report is complete and correct and all equipment and material used and work performed during this Reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above. | | | | |
| QC REPRESENTATIVE'S SIGNATURE | | DATE | SUPERINTENDENT'S INITIALS | DATE |

| TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE (Read instructions on the reverse side prior to initiating this form) | | | | DATE 06/06/2002 | | TRANSMITTAL NO. 02486-37.2 | | |
|--|---|--|--|---|-------------------------------------|---|---|--|
| SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS | | | | | | | | (This section will be initiated by the contractor) |
| TO: Grand Haven Area Office 307 South Harbor Street P. O. Box 629 Grand Haven, MI 49417 | | | FROM: ABC Company, Inc 555 Imagination Park Road Fantasy, MI 49494 | | CONTRACT NO. DACW35-02-C-#### NA | | CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input checked="" type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL 02486-37.1 | |
| SPECIFICATION SEC. NO. (Cover only one section with each transmittal) 02486 | | | PROJECT TITLE AND LOCATION | | | CHECK ONE: THIS TRANSMITTAL IS FOR <input checked="" type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL | | |
| ITEM NO. | DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.) | MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8) | NO. OF COPIES | CONTRACT REFERENCE DOCUMENT | | FOR CONTRACTOR USE CODE | VARIATION (See Instruction No. 6) | FOR CE USE CODE |
| a. | b. | c. | d. | SPEC. PARA. NO. e. | DRAWING SHEET NO. f. | g. | h. | i. |
| 12 | Production Test Results | DATA | 3 | 3.2.3.4 | | | | F |
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| REMARKS | | | | I certify that the above submitted items have been reviewed in detail and are correct and in the strict conformance with the contract drawings and specifications except as otherwise stated. <div style="border-top: 1px solid black; width: 100%;"></div> NAME AND SIGNATURE OF CONTRACTOR | | | | |
| SECTION II - APPROVAL ACTION | | | | | | | | |
| ENCLOSURES RETURNED (List by item No.) | | | NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY | | | | DATE | |

| | | | | | | | | | |
|--|---|--|---|---------------|-----------------------------|---|-------------------------|--|-----------------|
| TRANSMITTAL OF SHOP DRWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER’S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i> | | | | | DATE | | TRANSMITTAL NO. | | |
| SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i> | | | | | | | | | |
| TO: | | | FROM: | | | CONTRACT NO: | | CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL_____ | |
| SPECIFICATION SEC. NO <i>(Cover only one section with each transmittal)</i> | | | PROJECT TITLE AND LOCATION | | | | | | |
| ITEM NO. | DISCRIPTION OF ITEMS SUBMITTED <i>(Type size, model number/etc.)</i> | | MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i> | NO. OF COPIES | CONTRACT REFERENCE DOCUMENT | | FOR CONTRACTOR USE CODE | VARIATION <i>(see Instruction No. 6)</i> | FOR CE USE CODE |
| a. | b. | | c. | d. | SPEC. PARA. NO. | DRAWING SHEET NO. | g. | h. | i. |
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| REMARKS | | | | | | I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated. NAME AND SIGNATURE OF CONTRACTOR | | | |
| SECTION II – APPROVAL ACTION | | | | | | | | | |
| ENCLOSURES RETURNED (List by Item No.) | | | NAME, TITLE, AND SIGNATURE OF APPROVING AUTHORITY | | | | | DATE | |

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specification -- also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

| | |
|--|--|
| A -- Approved as submitted. | E -- Disapproved (see attached) |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged |
| C -- Approved, except as noted on drawings Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply as noted with contract requirements |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

DAILY REPORT OF OPERATIONS—HOPPER DREDGES

REPORTS CONTROL SYMBOL
ENG-CWO-13

| | | | |
|------------------------|-------|--------------------------------------|---------------------------|
| DISTRICT | | DREDGE | |
| EXACT LOCATION OF WORK | | <input type="checkbox"/> MAINTENANCE | DATE |
| | | <input type="checkbox"/> NEW WORK | NUMBER OF PERSONS IN CREW |
| AV. LENGTH OF CUT | FT. | CHARACTER OF MATERIAL | HOPPER CAPACITY |
| AV. WIDTH OF CUT | FT. | DENSITY OF MAT. IN PLACE | CU. YDS. |
| AV. DIST. TO DUMP | MILES | DENSITY OF WATER | CU. YDS. |
| | | GMS/LITER AT °F | AV. UNFILLED CAPACITY |
| | | | CU. YDS. |

NAVIGATION AND OTHER DREDGING AIDS (Describe and include statement on adequacy and recommendations)

| | | | | | | |
|----------------------|---------------|---------------|---------------|--|-------|--------|
| WORK PERFORMED | | | | DRAFT FOR LOAD NO. (for one load only) | | |
| DREDGING AND HAULING | | | AGITATING | FORWARD | LIGHT | LOADED |
| NO. OF LOADS | TOT. CU. YDS. | DISPOSAL AREA | TOT. CU. YDS. | AFT | | |
| | | | | DRAG DEPTH | MAX. | MIN. |
| | | | | INDICATORS LAST CHECKED ON | | |
| | | | | GAS EJECTORS USED % OF PUMPING TIME | | |

DISTRIBUTION OF TIME AND MILES RUN

| EFFECTIVE WORKING TIME | AGITATING (Minutes) | DREDGING AND HAULING (Minutes) | MILES RUN (Stat. Miles) |
|---------------------------------|------------------------|-----------------------------------|----------------------------|
| PUMPING | | | |
| TURNING | | | |
| TO DUMP | | | |
| DUMPING | | | |
| TO CUT | | | |
| TOTALS | | | |
| NON-EFFECTIVE WORKING TIME | | | |
| TAKING ON FUEL AND SUPPLIES | | | |
| TO AND FROM WHARF OR ANCHORAGE | | | |
| LOSS DUE TO NATURAL ELEMENTS | | | |
| LOSS DUE TO TRAFFIC AND BRIDGES | | | |
| MINOR OPERATING REPAIRS | | | |
| TRANSFERRING BETWEEN WORKS | | | |
| LAY TIME | | | |
| FIRE AND BOAT DRILLS | | | |
| MISCELLANEOUS | | | |
| TOTALS | | | |
| LOST TIME | | | |
| MAJOR REPAIRS AND ALTERATIONS | | | |
| CESSATION | | | |
| COLLISIONS | | | |
| TOTAL LOST TIME | | | |
| TOTAL TIME IN PERIOD | | | |

| | | | |
|----------------------------|-------------|--|--------|
| AVERAGE SPEED OF DREDGE | | MINUTES RADAR IN USE | |
| LOADING | FEET/MINUTE | TIDE DATA WAS OBTAINED BY MEANS OF | |
| AGITATING | | WEATHER | |
| GALS. OF FUEL OIL CONSUMED | | NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL | |
| GALS. OF WATER CONSUMED | | FIELD | OFFICE |

REMARKS

SUBMITTED BY

(SEE REVERSE SIDE)

U. S. GOVERNMENT PRINTING OFFICE : 1969 OF-364-291

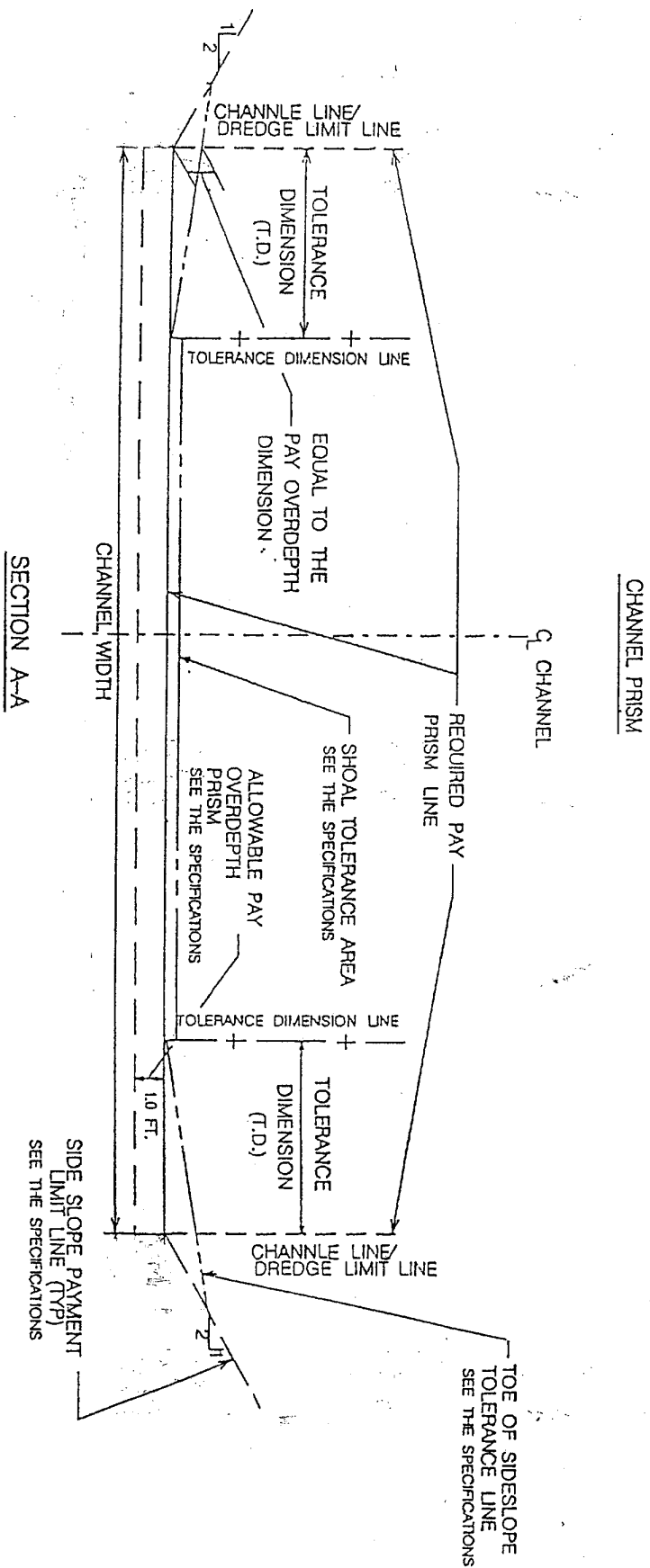
| | | | | | | | | | | | | | | | | |
|---|--|---|-----------------|------------------------|----------------|--------------------------------------|--|---|--|--|----------------|--|-----------|--|------------|--|
| REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES | | | | | | | | | | REPORTS CONTROL SYMBOL ENG CW-0-13 | | | | | | |
| THRU: | | | | | TO: | | | | | FROM: | | | | | REPORT NO. | |
| CHARACTER | | <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL | | | | | | | | | | DATE OR PERIOD | | | | |
| DREDGE | | NAME AND TYPE | | | | | SIZE → | | PIPELINE <i>in. dia. disch.</i> | | | DIPPER OR BUCKET <i>cu. yds. cap.</i> | | | | |
| | | HORSEPOWER OF → | | DREDGE PUMP | | SUCTION PIPE JET | | | CUTTER OR BUCKET | | PROPULSION | | | | | |
| | | NUMBER OF CREWMEMBERS → | | DREDGE | SHORE | OTHER PLANT | TOTAL | WORK SCHEDULE → | | SHIFTS PER DAY | | DAYS PER WEEK | | | | |
| PROJECT AND BAR | | NAME | | | | | AUTH DIMENSIONS → | | WIDTH | | DEPTH | | OVERDEPTH | | | |
| | | LOCATION (<i>include station numbers</i>) | | | | | | | | | | | | | | |
| CHARACTER OF MATERIAL | | ABSOLUTE DENSITY | | | | IN PLACE DENSITY <i>GMS/Liter</i> | | | | VOIDS RATIO | | | | | | |
| | | GRAIN SIZE | | | | | | GEOLOGICAL CLASSIFICATION | | | | | | | | |
| CONTRACT OR DREDGING ORDER | | NUMBER | | | | | <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR | | | TOTAL NO. OF DAYS IN WHICH WORK WAS DONE | | | | | | |
| CHANNEL CONDITION | | AVERAGE DEPTH → | BEFORE DREDGING | | AFTER DREDGING | | MINIMUM SOUNDING → | | BEFORE DREDGING | | AFTER DREDGING | | | | | |
| RIVER STAGE | | MINIMUM | | TIME | | MAXIMUM | | TIME | | GAGE LOCATION | | | | | | |
| WEATHER CONDITION | | <i>(clear, cloudy, rain, snow, and fog)</i> | | | | | VISIBILITY <i>miles</i> | | WIND (<i>maximum velocity & direction</i>) | | | | | | | |
| WORK PERFORMED | | | | | | | DISTRIBUTION OF TIME | | | | | | | | | |
| ITEM | | | UNIT | | QUANTITY | | EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i> | | | | HOURS | | MIN. | | | |
| AVERAGE WIDTH OF CUT | | | FEET | | | | PUMPING OR DREDGING | | | | | | | | | |
| TOTAL ADVANCE THIS PERIOD | | | FEET | | | | PCT. OF EFFECTIVE RENTAL TIME | | | | | | | | | |
| TOTAL ADV. PREVIOUS TO THIS PERIOD | | | FEET | | | | BOOSTER (<i>in line</i>) <i>Hrs.</i> <i>Min</i> | | | | | | | | | |
| TOTAL ADVANCE TO DATE | | | FEET | | | | NON-EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i> | | | | | | | | | |
| FLOATING PIPE: SHORE PIPE: | | | | | | | HANDLING PIPE LINES | | | | | | | | | |
| TOTAL LENGTH OF DISCHARGE PIPE | | | FEET | | | | HANDLING ANCHOR LINES | | | | | | | | | |
| AVERAGE LIFT | | | FEET | | | | CLEARING PUMP AND PIPE LINE | | | | | | | | | |
| AVERAGE PUMP SPEED | | | R.P.M. | | | | CLEARING CUTTER OR SUCTION HEAD | | | | | | | | | |
| AVG. DREDGED PER PUMP. HR, GROSS | | | CU.YDS. | | | | WAITING FOR SCOWS | | | | | | | | | |
| SCOWS LOADED | | | NUMBER | | | | TO AND FROM WHARF OR ANCHORAGE | | | | | | | | | |
| AVERAGE LOAD PER SCOW | | | CU. YDS. | | | | CHANGING LOCATION OF PLANT ON JOB | | | | | | | | | |
| CUBIC YARDS REMOVED | | | | | | | LOSS DUE TO OPPOSING NATURAL ELEMENTS | | | | | | | | | |
| AMOUNT DREDGED THIS PERIOD: | | | | | | | LOSS DUE TO PASSING VESSELS | | | | | | | | | |
| (1) GROSS (<i>computed amount</i>) | | | | | | | SHORE LINE AND SHORE WORK | | | | | | | | | |
| (2) CREDITED (<i>pay place</i>) | | | | | | | WAITING FOR BOOSTER | | | | | | | | | |
| AMOUNT PREVIOUSLY REPORTED: | | | | | | | MINOR OPER. REPAIRS (<i>explain in remarks</i>) | | | | | | | | | |
| (1) GROSS (<i>computed amount</i>) | | | | | | | WAITING FOR ATTENDANT PLANT | | | | | | | | | |
| (2) CREDITED (<i>pay place</i>) | | | | | | | PREPERATION AND MAKING UP TOW | | | | | | | | | |
| TOTAL AMOUNT DREDGED TO DATE: | | | | | | | TRANSFERRING PLANT BETWEEN WORKS | | | | | | | | | |
| (1) GROSS (<i>computed amount</i>) | | | | | | | LAY TIME OFF SHIFT AND SATURDAYS | | | | | | | | | |
| (2) CREDITED (<i>pay place</i>) | | | | | | | SUNDAYS AND HOLIDAYS | | | | | | | | | |
| ATTENDANT PLANT | | | | | | | | | | | | | | | | |
| ITEM | | NAME OR NUMBER | | | | HOURS | | FIRE DRILL | | | | | | | | |
| | | | | | | | | MISCELLANEOUS (<i>explain in remarks</i>) | | | | | | | | |
| | | | | | | | | TOTAL NON-EFFECTIVE WORKING TIME | | | | | | | | |
| | | | | | | | | PCT. OF NON-EFFECTIVE RENTAL TIME | | | | | | | | |
| | | | | | | | | TOTAL EFFECTIVE AND NON-EFFECTIVE TIME <i>(chargeable to cost of work)</i> | | | | | | | | |
| | | | | | | | | PCT. OF TOTAL TIME IN PERIOD | | | | | | | | |
| | | | | | | | | LOST TIME <i>(not chargeable to cost of work)</i> | | | | | | | | |
| | | | | | | | | MAJOR REPAIRS AND ALTERATIONS | | | | | | | | |
| | | | | | | | | CESSATION | | | | | | | | |
| | | | | | | | | COLLISIONS | | | | | | | | |
| | | | | | | | | MISCELLANEOUS (<i>explain in remarks</i>) | | | | | | | | |
| NUMBER OF INSPECTIONS | | BY DISTRICT PERSONNEL | | BY DIV & OCE PERSONNEL | | | | TOTAL LOST TIME | | | | | | | | |
| | | | | | | | | PERCENTAGE OF TOTAL TIME | | | | | | | | |
| CONTRACT USE ONLY | | HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? (If "YES", explain under remarks on back) <input type="checkbox"/> NO <input type="checkbox"/> YES | | | | | TOTAL TIME IN PERIOD | | | | | | | | | |

| SUMMARY OF COSTS | | | | | | |
|---|----------|--|-----------|--|---|----------|
| ITEMS | | | | COST | | |
| DIRECT PLANT OPERATING COSTS | | | | | | |
| UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i> | | | | | | |
| CHARGES: _____ DAYS AT _____ PER DAY <i>(Item 19, ENG Form 22 (Costs)-adjusted to exclude plant increment cost.)</i> ► OR ◀ | | | | | | |
| ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i> | | | | | | |
| PAYROLLS <i>(gross)</i> | | | | _____ | | |
| SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE..... | | | | _____ | | |
| FUEL BARRELS AT _____ PER BARREL..... | | | | _____ | | |
| WATER..... | | | | _____ | | |
| LUBRICANTS..... | | | | _____ | | |
| PLANT OWNERSHIP COSTS <i>(as computed below)</i> | | | | _____ | | |
| INSURANCE..... | | | | _____ | | |
| ATTENDANT PLANT..... | | | | _____ | | |
| MISCELLANEOUS..... | | | | _____ | | |
| SUBTOTAL - UNIFORM DAILY RATE OR ACTUAL | | | | _____ | | |
| SHORE WORK | | | | | | |
| SUBTOTAL- SHORE WORK COSTS..... | | | | _____ | | |
| OTHER COSTS | | | | | | |
| SURVEYS..... | | | | _____ | | |
| INSPECTION AND SUPERVISION..... | | | | _____ | | |
| OVERHEAD..... | | | | _____ | | |
| OTHER INDIRECT COSTS..... | | | | _____ | | |
| SUBTOTAL - OTHER COSTS..... | | | | _____ | | |
| SUBTOTAL - OTHER UNIT COST _____ PER CUBIC YARD. | | | | _____ | | |
| GRAND TOTAL - ALL COSTS | | | | _____ | | |
| OPERATING SUPPLIES | | | | ANNUAL REPORT DATA <i>(complete when submitting Annual report.)</i> | | |
| COMMODITIES | CONSUMED | | INVENTORY | | COST PER RENTAL MINUTE <i>(Based on total operating cost)</i> | per min. |
| | UNIT | QUANTITY | QUANTITY | VALUE | | |
| FUEL <i>(oil)</i> | BBLS | | | | TOTAL COST OF PLANT <i>(End of F.Y. reporting period)</i> | |
| LUBRICANT <i>(oil)</i> | GAL | | | | BOOK VAULE <i>(End of F.Y. reporting period)</i> | |
| LUBRICANT <i>(grease)</i> | LBS | | | | BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period)</i> | |
| WATER | GAL | | | | PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i> | |
| | | | | | DEPRECIATION..... | |
| | | | | | REPAIRS <i>(Adjusted)</i> | |
| | | | | | CESSATION OF WORK..... | |
| | | | | | SMALL TOOLS, ETC. | |
| SUBSISTENCE SUPPLIES..... | | | | | | |
| MISCELLANEOUS SUPPLIES..... | | | | | | |
| TOTAL..... | | | | | TOTAL..... | |
| REMARKS | | | | | | |
| SUBMITTED BY <i>(Name, title, and signature)</i> | | RECOMMENDED BY <i>(Name, title, and signature)</i> | | APPROVED BY <i>(Name, title, and signature)</i> | | |

CONTRACT NO.
DACW35-01-B-XXXX

SUBMITTAL FORM, Jan 96

SEE THE SPECIFICATIONS - SUBPARAGRAPH "OVERDEPTH AND TOLERANCES" SECTION 02482 "DREDGING"

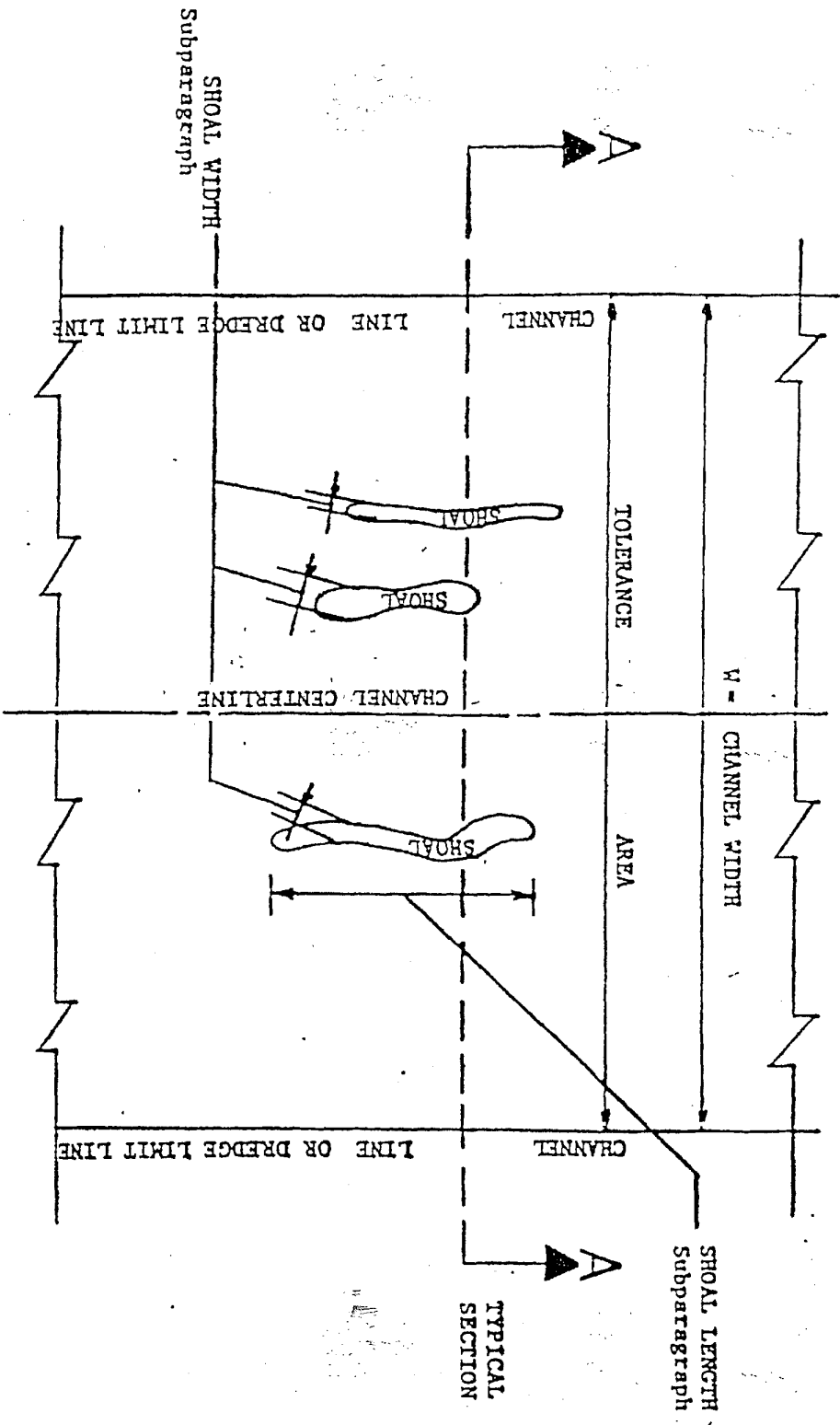


NOTE: THE EXISTING CHANNEL BOTTOM IS NOT SHOWN

See the Subparagraph "Overdepth and Tolerances" SECTION 02482 "DREDGING"

CHANNEL SHOAL TOLERANCE

Subparagraph



NINTH DISTRICT LOCAL NOTICE TO MARINERS
GENERAL NOTICE ENTRY FORM

1. NAME OF COMPANY: _____

2. TYPE OF OPERATION: _____

3. LOCATION: _____

4. COMMENCE DATE: _____ COMPLETE DATE: _____

5. HOURS OF OPERATION: _____ TO: _____

6. DAYS OF OPERATION: _____ TO: _____

7. NAME OF CONTACT VESSEL: _____

8. VHF - FM CHANNELS MONITORED: _____

9. SPECIAL REQUIREMENTS/REMARKS: _____

10. FOR FURTHER INFORMATION CONTACT: _____

11. TELEPHONE #: _____

12. SIGNATURE: _____ DATE: _____

“ NOTE ”

TEMPORARY MOORING BUOYS ARE REQUIRED TO BE WHITE WITH A BLUE HORIZONTAL BAND AROUND THE CIRCUMFERENCE OF THE BUOY AND THE WATER LINE. FOR MORE DETAILS CONCERNING REGULATIONS OF MOORING BUOYS REFER TO 33 CODE OF FEDERAL REGULATION PART 66.10-45. A COLOR DEPICTION OF A MOORING BUOY CAN BE FOUND I THE LIGHT LIST VOL. VII GREAT LAKES 1989 (PLATE 4).

U.S. ARMY ENGINEER DISTRICT - DETROIT

GENERAL INFORMATION

designation: WILLOW
reference no.

project: BOLLES HARBOR
channel/reach:
sheet no. 3 of 3
USGS Quad: ERIE, MONROE AND STONY PT.
NOAA chart

community: LASALLE TOWNSHIP
county: MONROE
state: MICHIGAN
township/range T07, R09E
section: N/A

HORIZONTAL

datum: MAD83
lat: 41°52'25.77434" N
lon: 083°23'30.93369" W

X: 13392122.120 E
Y: 137659.275 N

X: 4081926.98611 E (METERS)
Y: 41958.63104 N (METERS)

state: MICHIGAN
projection: LAMBERT CONIC
zone: SOUTH
code: 2113

HORIZONTAL ORIGIN

agency: C.O.E.
order: 2ND
date: 12-13-1994
method: G.P.S.
set by: EXISTING

POINT SOURCE:

MOST RECENT RECOVERY:
12-13-1993

VERTICAL

feet
meters

IGLD 1955: 0.000
IGLD 1985: 0.000
NAVD 1988: 0.000
NGVD 1929: 0.000
pt. source:

geoid. hgt: 0.000 0.000

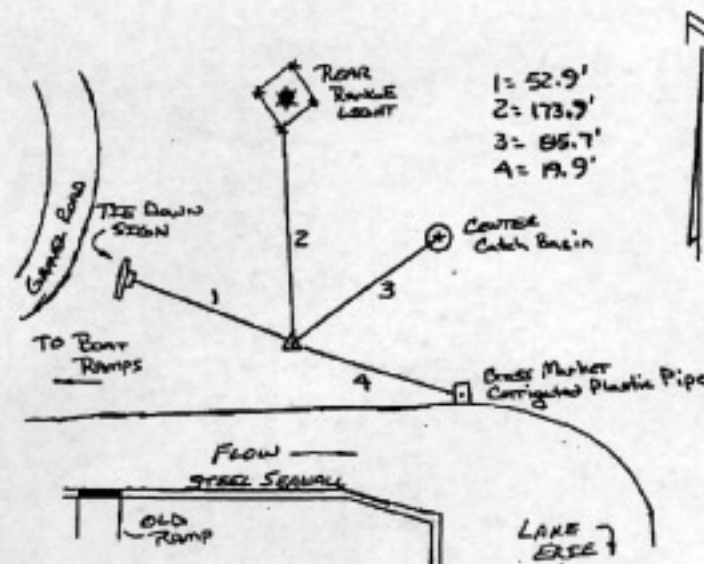
PROPERTY OWNER

name: MICHIGAN D.N.R.
telephone:
access notes: car, boat,

DESCRIPTION:

STA. WILLOW IS A BRASS DISK SET IN CONC. ON THE NORTH SHORE OF LAPLAISANCE CREEK EAST OF PUBLIC BOAT RAMPS. STA. IS 19.9' NW. OF LAPLAISANCE CREEK. STA. IS 17.0' SE. OF A FIRE HYD., 18.0' SW. OF A BRASS MARKER ON A CORRUGATED PLASTIC PIPE, 52.9' SE. OF TIE DOWN SIGN, 13.9' SOUTH OF THE SOUTHERN MOST FENCE CORNER OF REAR RANGE LIGHT AND 85.7' SW. OF THE CENTER OF A ROUND CATCH.

SKETCH



REFERENCE #

SURVEY CONTROL DATA

DESIGNATION: WILLOW

BOLLES HARBOR, MICHIGAN

B.M. BOAT, (1964), is at Bolles Harbor, Monroe County, Michigan, about 1700 feet west of the Rear Range entrance light, about 100 feet southwest of water's edge of La Plaisance Creek, in southwest face at concrete block building occupied by the Monroe Boat Club, 0.7 foot southeast of west corner of the building, 4 feet above the ground, being horizontal line of cross on bronze disc set into the concrete block wall.

Elevation ~~578.927~~ feet
579.545

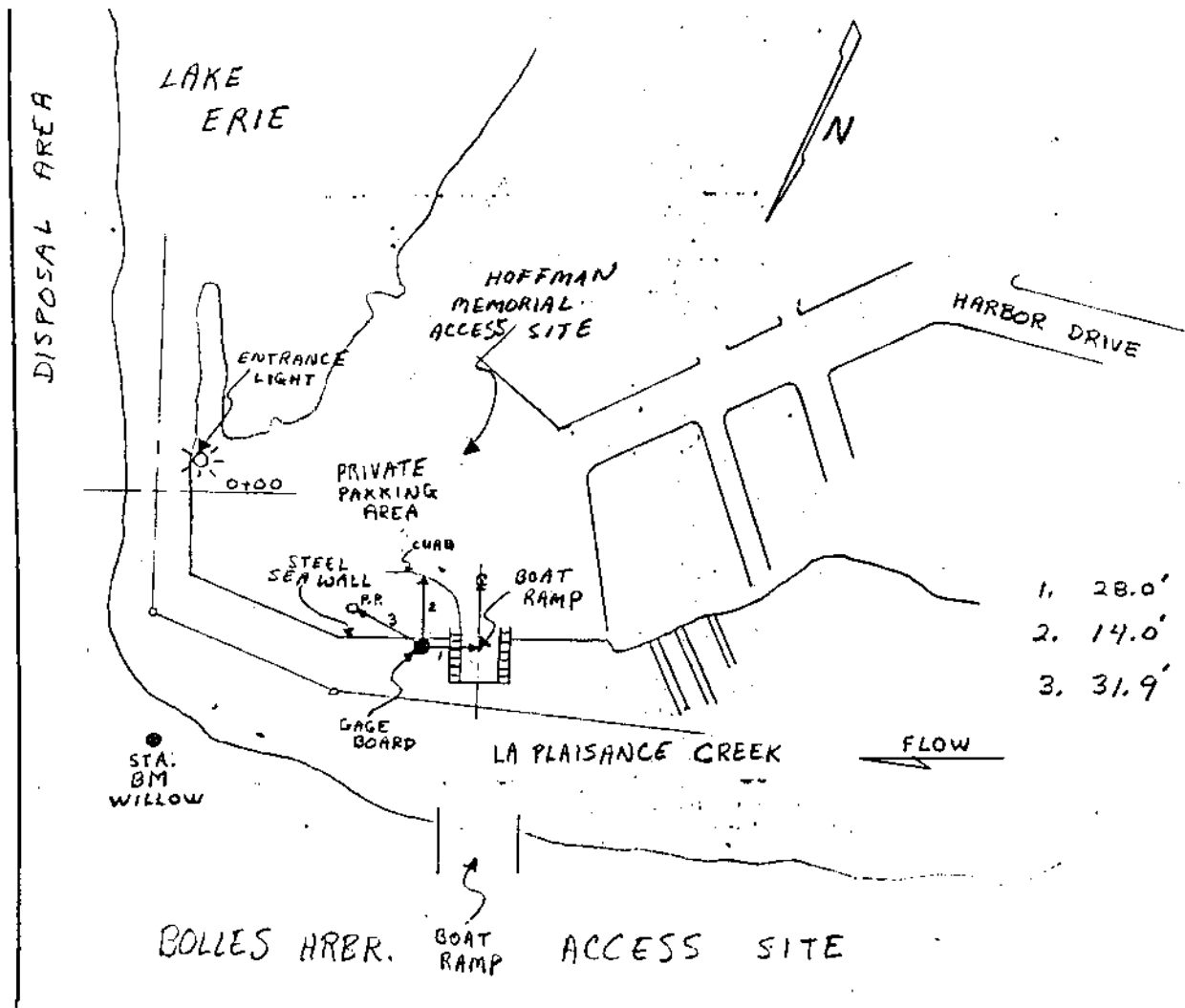
B.M. BRIDGE, (1964), is at Bolles Harbor, Monroe County, Michigan, about 0.5 miles southeast of intersection of La Plaisance Road and Interstate 75, on northeast corner of La Plaisance Road bridge over La Plaisance Creek, about 1/2-foot above the road surface, being highest point over cross at center of bronze disc set into the concrete abutment.

Elevation ~~575.410~~ feet

BOLLES HARBOR GUAGE BOARD LOCATION

GUAGE BOARD IS LOCATED IN BOLLES HARBOR, MICHIGAN IN MONROE COUNTY AT THE HOFFMAN MEMORIAL ACCESS SITE ON THE FIRST MOORING POST EAST OF THE BOAT RAMP; BEING 31.9 FT. WEST OF A POWER POLE, 28.0 FT. EAST OF THE CENTERLINE OF THE BOAT RAMP AND 14.0 FT. SOUTH PARALLEL TO THE CENTERLINE OF THE BOAT RAMP TO THE FACE OF A CONCRETE CURB.

BM WILLOW 576.785 IGLD 85

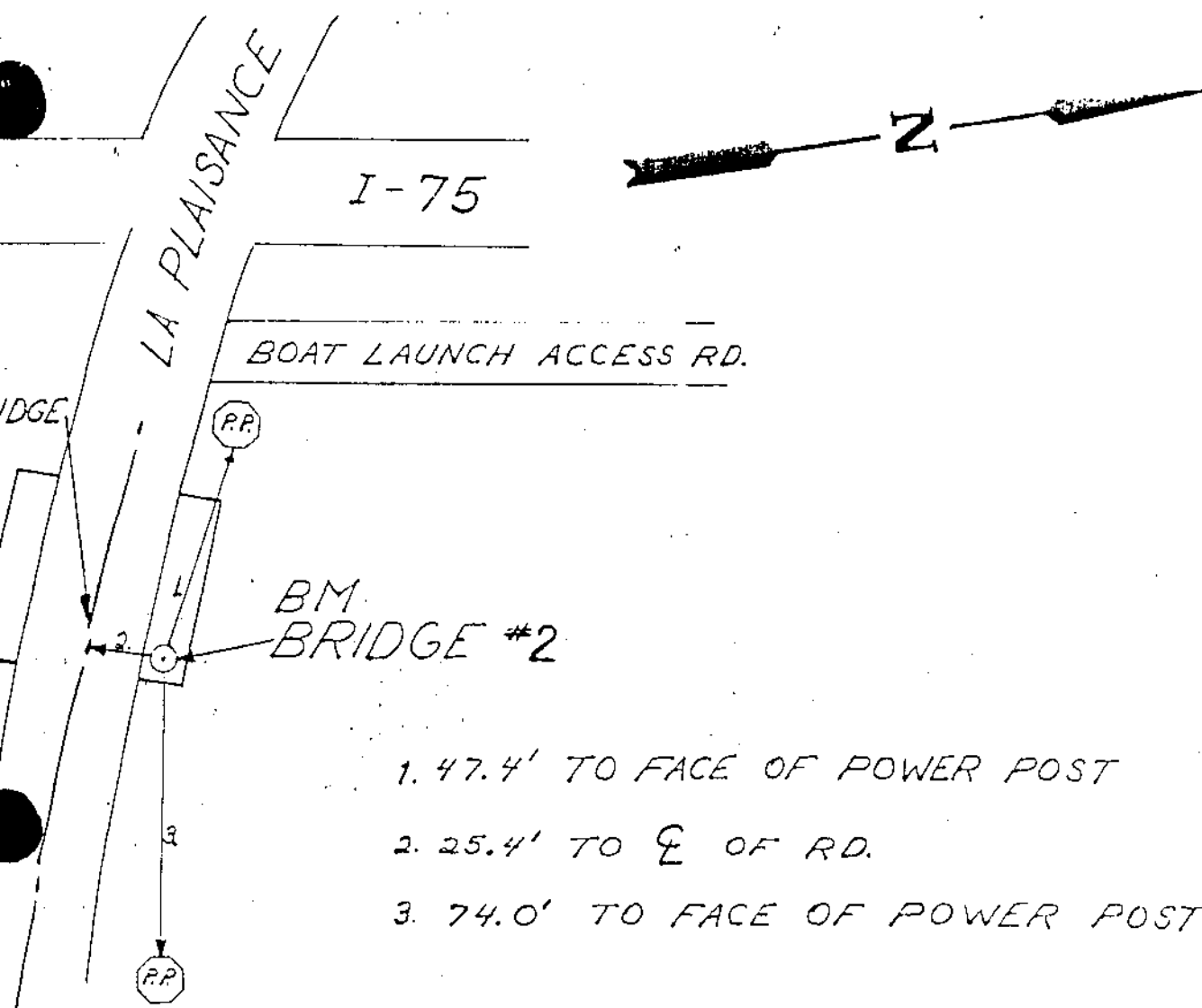


STATION RECOVERY

| | | | | | |
|-----------------------------|--|-----------------|----------|----------------|----------|
| PROJECT | LAKE ERIE | COUNTY | MONROE | STATE | MICHIGAN |
| NAME | B.M. BRIDGE #2 | STAMPINGS | | AGENCY | U.S.C.E. |
| TYPE | BRONZE DISK | CONDITION | NEW 1989 | | |
| DESCRIPTION | B.M. "BRIDGE" #2 B.M. "BRIDGE" #2 IS LOCATED IN MONROE COUNTY, BOLLES HARBOR, MICHIGAN. IT IS ABOUT A HALF A MILE SOUTHEAST OF THE INTERSECTION OF LA PLAISANCE ROAD & I-75, ON THE NORTHEAST CORNER OF LA PLAISANCE ROAD BRIDGE OVER LA PLAISANCE CREEK, BEING THE HIGHEST POINT OF A STANDARD BRONZE DISK SET INTO THE CONCRETE ABUTMENT. | | | | |
| DRAW SKETCH ON REVERSE SIDE | | | | L.W.D. 5692 | |
| BY | F. LEECH | HORIZONTAL DATA | | VERTICAL DATA | |
| DATE | FEB. 1989 | EASTING | | 1GLD85 576.426 | |
| OFFICE | DETROIT | NORTHING | | USC & GS | |

NCE 1989 43
(MAY 1991)

BOLLES HARBOR
BM BRIDGE #2



General Decision Number IL030018 06/13/2003 IL18

Superseded General Decision No. IL020018

State: Illinois

Construction Type:

DREDGING

MARINE

County(ies):

STATEWIDE

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO,
PENNSYLVANIA AND WISCONSIN

DREDGING AND MARINE CONSTRUCTION

Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Loc at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number

0

Publication Date

06/13/2003

COUNTY(ies):

STATEWIDE

SUIL2001A 01/01/2003

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND
MARINE CONSTRUCTION):

FLOATING EQUIPMENT:

Indiana:

| | Rates | Fringes |
|-----------|-------|-----------|
| Class I | 34.60 | 11.55+b&c |
| Class II | 33.10 | 11.55+b&c |
| Class III | 29.45 | 11.55+b&c |
| Class IV | 24.50 | 11.55+b&c |

Illinois:

| | | |
|-----------|-------|-----------|
| Class I | 38.35 | 11.55+b&c |
| Class II | 36.85 | 11.55+b&c |
| Class III | 32.80 | 11.55+b&c |
| Class IV | 27.30 | 11.55+b&c |

Michigan:

| | | |
|--|-------|-----------|
| Class I | 26.75 | 14.58+b&c |
| Class II | 25.25 | 14.58+b&c |
| Class III | 22.50 | 14.58+b&c |
| Class IV | 18.70 | 14.58+b&c |
| Minnesota: | | |
| Class I | 31.75 | 8.45+b&c |
| Class II | 30.25 | 8.45+b&c |
| Class III | 26.95 | 8.45+b&c |
| Class IV | 22.40 | 8.45+b&c |
| New York: | | |
| (Cattaraugus, Chautauga, Erie and Orleans Counties): | | |
| Class I | 26.96 | 13.56+b&c |
| Class II | 25.46 | 13.56+b&c |
| Class III | 22.66 | 13.56+b&c |
| Class IV | 18.85 | 13.56+b&c |
| (Cayuga, Jefferson, Oswego, and St. Lawrence Counties): | | |
| Class I | 25.30 | 8.85+b&c |
| Class II | 23.80 | 8.85+b&c |
| Class III | 21.20 | 8.85+b&c |
| Class IV | 17.65 | 8.85+b&c |
| (Niagara): | | |
| Class I | 24.90 | 11.90+b&c |
| Class II | 23.40 | 11.90+b&c |
| Class III | 20.80 | 11.90+b&c |
| Class IV | 17.30 | 11.90+b&c |
| (Monroe and Wayne Counties and the City of Rochester): | | |
| Class I | 27.50 | 9.00+b&c |
| Class II | 26.00 | 9.00+b&c |
| Class III | 23.15 | 9.00+b&c |
| Class IV | 19.25 | 9.00+b&c |
| Ohio: | | |
| (Ashtabula, Cuyahoga, Erie, Lake, and Lorain Counties): | | |
| Class I | 32.36 | 7.10+b&c |
| Class II | 30.86 | 7.10+b&c |
| Class III | 27.47 | 7.10+b&c |
| Class IV | 22.84 | 7.10+b&c |
| (Lucas, Henry, Ottawa, Wood and Sandusky Counties): | | |
| Class I | 30.65 | 7.10+b&c |
| Class II | 29.15 | 7.10+b&c |
| Class III | 25.95 | 7.10+b&c |
| Class IV | 21.58 | 7.10+b&c |
| Pennsylvania: | | |
| (Erie County): | | |
| Class I | 24.57 | 8.74+b&c |
| Class II | 23.07 | 8.74+b&c |
| Class III | 20.67 | 8.74+b&c |
| Class IV | 17.77 | 8.74+b&c |
| Wisconsin: | | |

Includes all marine/floating type work on projects in the

Superior/Duluth Harbor, Lake Superior.

| | | |
|-----------|-------|-----------|
| Class I | 31.65 | 12.30+b&c |
| Class II | 30.15 | 12.30+b&c |
| Class III | 26.85 | 12.30+b&c |
| Class IV | 22.35 | 12.30+b&c |

HYDRAULIC DREDGING:

| | | |
|---------------------------------------|-------|----------|
| TUG OPERATOR - Vessel Over 800 Horse- | | |
| Power | 26.49 | 7.61+a+b |
| LAUNCH OPERATOR - Vessel 800 Horse- | | |
| Power Or Less | 25.15 | 7.61+a+b |
| TUG ENGINEER | 26.49 | 7.61+a+b |

TUG WORKERS:

| | | |
|---|-------|----------|
| Fireman, Lineman, Oiler, Deckhand, Tankerman. Scowman, (on/or with tugboats, launches, or other self-propelled boats) | 22.51 | 7.61+a+b |
|---|-------|----------|

DREDGE WORKERS:

| | | |
|--|-------|----------|
| Lead Deckhand | 29.68 | 7.61+a+b |
| Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men, (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats) Rangeman, Tankerman, Sweepman and service | | |
| Truck Driver | 22.51 | 7.61+a+b |

PAID HOLIDAYS (WHERE APPLICABLE):

A- NEW YEAR'S DAY, B- MEMORIAL DAY, C- INDEPENDENCE DAY, D-LABOR DAY, E- THANKSGIVING DAY, F- CHRISTMAS DAY, G- PRESIDENT'S DAY, H- VETERAN'S DAY.

FOOTNOTES:

a. \$30.10 per day per employee for medical

b. Eight paid holidays: A thru H

c. Hazardous/Toxic Waste Material:

*Level A \$2.50 per hour

*Level B 2.00 per hour

*Level C 1.00 per hour

*Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision.

*Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)

Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender

Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), ug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

General Decision Number MI030083 06/13/2003 MI83

Superseded General Decision No. MI020083

State: Michigan

Construction Type:

BUILDING

HEAVY

County(ies):

MONROE

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number

0

Publication Date

06/13/2003

COUNTY(ies):

MONROE

ASBE0045C 07/01/2001

| | Rates | Fringes |
|---|-------|---------|
| INSULATOR/ASBESTOS WORKER | | |
| Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems | 24.92 | 11.21 |

BOIL0085C 07/15/1999

| | Rates | Fringes |
|-------------|-------|---------|
| BOILERMAKER | 23.00 | 10.11 |

BRMI0001B 06/01/2002

| | Rates | Fringes |
|------------|-------|---------|
| BRICKLAYER | 30.53 | 9.43 |

FOOTNOTES:

Using acid material in laying bricks: \$2.00 additional per hour.

Working on two point swing stage: \$2.25 additional per hour.

Sandblasting: \$2.00 additional per hour.

Laying carbon material: \$2.00 additional per hour.

Gunite work: \$2.00 additional per hour.

Hot work: \$3.00 additional per hour.

BRMI0009J 06/01/1998

Rates

Fringes

| | | |
|----------------------------------|-------|------|
| MARBLE, TERRAZZO AND TILE SETTER | 19.70 | 6.87 |
| TILE FINISHER | 17.70 | 6.87 |

FOOTNOTE:

Sand blasting, an additional 25 cents per hour.

Two point swing stage, an additional 50 cents per hour.

BRMI0032A 06/01/2002

| | Rates | Fringes |
|-------------------|-------|---------|
| MARBLE SETTER | 25.06 | 11.27 |
| TERRAZZO SETTER | 24.59 | 11.27 |
| TILE SETTER | 24.49 | 11.27 |
| MARBLE FINISHER | 19.87 | 11.62 |
| TERRAZZO FINISHER | 20.27 | 11.62 |
| TILE FINISHER | 19.89 | 11.62 |

FOOTNOTES:

Work on scaffolding over 15 ft.: \$1.25 per hour additional.

Swing stage work: \$1.50 per hour additional.

Terrazzo grinding: \$0.50 per hour above the terrazzo finisher rate.

Terrazzo work grinding vertical work and stairs: \$1.50 per hour above the terrazzo finisher rate.

CARP0687D 06/01/2001

| | Rates | Fringes |
|---------------------------|--------|---------------|
| CARPENTER; DRYWALL HANGER | 27.647 | 25.08% + 3.83 |
| PILEDRIIVER | 27.647 | 25.08% + 3.68 |
| DIVER | 35.779 | 25.08% + 3.68 |

FOOTNOTES:

Piledrivers:

Loftsperson or sticker: \$0.55 per hour additional.

Loftsperson or sticker on heights over 150 feet: \$0.80 per hour additional.

Welder: \$0.55 per hour additional.

CARP1045G 06/01/2001

| | Rates | Fringes |
|------------------|-------|---------|
| SOFT FLOOR LAYER | 23.38 | 10.29 |

CARP1045P 06/01/2001

| | Rates | Fringes |
|--------|--------|---------------|
| LATHER | 24.907 | 36.08% + 3.81 |

CARP1102C 06/01/2002

| | Rates | Fringes |
|------------|-------|---------|
| MILLWRIGHT | 26.60 | 12.55 |

ELEC0008E 06/01/2001

| | Rates | Fringes |
|-------------|-------|-------------|
| ELECTRICIAN | 28.98 | 4.5% + 8.00 |

FOOTNOTES:

When a worker is required to make up cables, pot heads, or splices on lead cable only: 5% per hour additional.

Work where respiratory conditions exist and protective equipment is used: 5% per hour additional.

Work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75 ft.

above the ground; also similar structures 30 ft. above the roofs of buildings on which the work is being performed; also work in caissons and tunnels more than 30 ft. in depth and in tunnels under air pressure: 5% per hour additional.

Work performed 40 ft. above any floor or pit floor (except work performed in a "bucket truck" or from a properly erected State approved scaffold) or any height above any hazardous location, such as acid pits, machinery, etc.: 5% per hour additional.

Work welding or torch cutting any metal or rod that gives off toxic fumes for a period of one hour or more (short periods of time to be accumulative in the course of the day): 5% per hour additional.

Compounding of special skills and/or hazardous pay shall not exceed a total of 10%.

ELEC0017H 06/01/1998

| | Rates | Fringes |
|--|-------|---------|
| TOWNSHIPS OF ASH, BERLIN, DUNDEE, EXETER, FRENCHTOWN, IDA, LONDON, MILAN, MONROE, RAISINVILLE AND SUMMERFIELD: | | |

ALL COMMERCIAL WORK EXCEPT LINE

CONSTRUCTION:

| | | |
|-----------------------|-------|--------------|
| Commercial technician | 22.81 | 18.5% + 2.80 |
|-----------------------|-------|--------------|

LINE CONSTRUCTION:

| | | |
|---|-------|--------------|
| Line technician | 29.22 | 18.5% + 2.80 |
| Cable splicer; Line technician when helio-arc welding | 30.42 | 18.5% + 2.80 |
| Combination line equipment operator and ground person | 21.68 | 18.5% + 2.80 |
| Combination driver/ground person | 20.48 | 18.5% + 2.80 |
| Ground person | 18.90 | 18.5% + 2.80 |

ELEC0876H 06/01/2002

| | Rates | Fringes |
|----------------------|-------|--------------|
| REMAINDER OF COUNTY: | | |
| LINE CONSTRUCTION: | | |
| Line technician | 27.18 | 21.5% + 2.20 |
| Cable splicer | 28.30 | 21.5% + 2.20 |

| | | |
|---|-------|--------------|
| Operator/ground person (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over) | 20.56 | 21.5% + 2.20 |
| Light equipment operator/ground person/truck driver/ground person (winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under) | 18.06 | 21.5% + 2.20 |
| Truck driver/ground person (trucks with winch or boom or dump, other than distribution work) | 17.21 | 21.5% + 2.20 |
| Ground person | 13.86 | 21.5% + 2.20 |

FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and operator of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

| | | |
|----------------------|--------|---------|
| ELEV0044E 08/01/2000 | | |
| | Rates | Fringes |
| ELEVATOR MECHANIC | 28.385 | 7.195 |

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

| | | |
|----------------------------|-------|---------|
| ENGI0324H 10/01/2002 | | |
| | Rates | Fringes |
| SEWER RELINING: | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 24.37 | 8.41 |
| GROUP 2 | 22.98 | 8.41 |

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal

systems

ENGI0324K 06/01/2002

| | Rates | Fringes |
|---------------------------|-------|---------|
| POWER EQUIPMENT OPERATORS | | |
| STEEL ERECTION: | | |
| GROUP 1 | 36.44 | 11.65 |
| GROUP 2 | 37.44 | 11.65 |
| GROUP 3 | 34.94 | 11.65 |
| GROUP 4 | 35.94 | 11.65 |
| GROUP 5 | 33.44 | 11.65 |
| GROUP 6 | 34.44 | 11.65 |
| GROUP 7 | 33.17 | 11.65 |
| GROUP 8 | 34.17 | 11.65 |
| GROUP 9 | 32.72 | 11.65 |
| GROUP 10 | 33.72 | 11.65 |
| GROUP 11 | 31.99 | 11.65 |
| GROUP 12 | 32.99 | 11.65 |
| GROUP 13 | 31.63 | 11.65 |
| GROUP 14 | 32.63 | 11.65 |
| GROUP 15 | 30.99 | 11.65 |
| GROUP 16 | 24.18 | 11.65 |
| GROUP 17 | 22.77 | 11.65 |

FOOTNOTE:

Paid Holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day,
Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib
400' or longer

GROUP 2: Engineer when operating combination of boom and jib
400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib
300' or longer

GROUP 4: Engineer when operating combination of boom and jib
300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib
220' or longer

GROUP 6: Engineer when operating combination of boom and jib
220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib
140' or longer

GROUP 8: Engineer when operating combination of boom and jib
140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator and job mechanic

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

ENGI0324T 09/01/2002

| | Rates | Fringes |
|-------------------------------|-------|---------|
| POWER EQUIPMENT OPERATORS: | | |
| UNDERGROUND (includes sewer): | | |
| GROUP 1 | 26.73 | 11.65 |
| GROUP 2 | 23.00 | 11.65 |
| GROUP 3 | 22.27 | 11.65 |
| GROUP 4 | 21.70 | 11.65 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel-powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Sweeper (Wayne type and similar equipment); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller)

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more - less than 600 cfm); Boom truck (non-swinging, non-

powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum - 1/2 yd.

or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more - 4-in. up to 6-in. discharge - gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more - 300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator

ENGI0324U 06/01/2002

| | Rates | Fringes |
|----------------------------|-------|---------|
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 34.06 | 11.65 |
| GROUP 2 | 32.56 | 11.65 |
| GROUP 3 | 31.06 | 11.65 |
| GROUP 4 | 30.76 | 11.65 |
| GROUP 5 | 29.94 | 11.65 |
| GROUP 6 | 29.08 | 11.65 |
| GROUP 7 | 28.11 | 11.65 |
| GROUP 8 | 26.40 | 11.65 |
| GROUP 9 | 19.69 | 11.65 |
| GROUP 10 | 18.66 | 11.65 |

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, job mechanic, and concrete pump with boom operator

GROUP 7: Regular engineer

GROUP 8: Engineer when operating forklift, lull, extend-a-boom
forklift

GROUP 9: Engineer when operating compressor or welding machine

GROUP 10: Fire tender or oiler

ENGI0325C 10/01/2001

| | Rates | Fringes |
|--|-------|---------|
| POWER EQUIPMENT OPERATORS: | | |
| HAZARDOUS WASTE REMOVAL: | | |
| LEVEL A: | | |
| GROUP 1 | 28.28 | 11.15 |
| GROUP 2 | 24.75 | 11.15 |
| Engineer when operating crane with boom and jib or leads 220' or longer | 31.23 | 11.15 |
| Engineer when operating crane with boom and jib or leads 140' or longer | 30.93 | 11.15 |
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator | 29.25 | 11.15 |
| LEVELS B AND C: | | |
| GROUP 1 | 27.33 | 11.15 |
| GROUP 2 | 23.80 | 11.15 |
| Engineer when operating crane with boom and jib or leads 220' or longer | 30.28 | 11.15 |
| Engineer when operating crane with boom and jib or leads 140' or longer | 29.98 | 11.15 |
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator | 28.30 | 11.15 |
| LEVEL D: | | |
| GROUP 1 | 26.03 | 11.15 |
| GROUP 2 | 22.50 | 11.15 |
| Engineer when operating crane with boom and jib or leads 220' or longer | 28.98 | 11.15 |
| Engineer when operating crane with boom and jib or leads 140' or longer | 28.68 | 11.15 |
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump | | |

| | | |
|--|-------|-------|
| with boom operator | 27.00 | 11.15 |
| LEVEL D WHEN CAPPING LANDFILL: | | |
| GROUP 1 | 25.78 | 11.15 |
| GROUP 2 | 22.25 | 11.15 |
| Engineer when operating crane with boom and jib or leads 220' or longer | 28.73 | 11.15 |
| Engineer when operating crane with boom and jib or leads 140' or longer | 28.43 | 11.15 |
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator | 26.76 | 11.15 |

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

ENGI0325P 05/01/2002

| | Rates | Fringes |
|--|-------|---------|
| POWER EQUIPMENT OPERATORS: | | |
| GAS DISTRIBUTION AND DUCT INSTALLATION WORK: | | |
| GROUP 1 | 23.30 | 11.65 |
| GROUP 2 | 23.17 | 11.65 |
| GROUP 3 | 22.04 | 11.65 |
| GROUP 4 | 21.47 | 11.65 |

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher, endloader (2 yd. capacity or greater)

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader)

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day)

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person

IRON0055D 07/01/2002

| | Rates | Fringes |
|---------------------------------|-------|---------|
| IRONWORKERS: | | |
| Pre-engineered metal buildings; | | |
| flat road mesh | 19.43 | 12.41 |
| Fences & guardrails | 18.43 | 12.02 |
| All other work | 24.15 | 12.41 |

FOOTNOTES:

Work in tunnels and caissons under pressure: \$.50 per hour additional.

Work on furnaces, kilns or similar type units with a temperature of 125 degrees F. or over: \$1.00 per hour additional.

LABO0005Q 10/01/2001

| | Rates | Fringes |
|----------------------------|-------|---------|
| LABORERS: | | |
| HAZARDOUS WASTE ABATEMENT: | | |

Work performed inside the building and up to and including 5 ft. outside the building:

Work performed in conjunction with site

| | | |
|---|-------|------|
| preparation not requiring the use of personal protective equipment; Also, Level D | 22.85 | 7.10 |
| Levels A, B or C | 23.85 | 7.10 |

Work performed over 5 ft. outside the building:

Work performed in
 conjunction with site
 preparation not
 requiring the use of
 personal protective

| | | |
|--------------------------|-------|------|
| equipment; Also, Level D | 20.30 | 5.26 |
| Levels A, B or C | 21.30 | 5.26 |

LABO0259I 08/01/2002

| | Rates | Fringes |
|---|-------|---------|
| ASBESTOS LABORERS | | |
| Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up) | 18.73 | 6.65 |

LABO0259P 09/01/2001

| | Rates | Fringes |
|--------------------------|-------|---------|
| LABORERS: | | |
| TUNNEL, SHAFT & CAISSON: | | |
| GROUP 1 | 20.70 | 5.32 |
| GROUP 2 | 20.79 | 5.32 |
| GROUP 3 | 20.89 | 5.32 |
| GROUP 4 | 21.05 | 5.32 |
| GROUP 5 | 21.31 | 5.32 |
| GROUP 6 | 21.62 | 5.32 |
| GROUP 7 | 13.89 | 5.32 |

SCOPE OF WORK:

Tunnel, shaft and caisson work of every type and description
and all operations incidental thereto, including, but not limited
to, shafts and tunnels for sewers, water, subways,
transportation, diversion, sewerage, caverns, shelters, aquifers,
reservoirs, missile silos and steel sheeting for underground
construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog
house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer
tender, mortar, material mixer, fence erector and guard rail
builder

GROUP 3: Air tool operator (jackhammer, bush hammer and
grinder), first bottom, second bottom, cage tender, car pusher,
carrier, concrete, concrete form, concrete repair, cement invert

laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump person, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334C 09/01/2002

| | Rates | Fringes |
|-----------|-------|---------|
| LABORERS: | | |
| OPEN CUT: | | |
| GROUP 1 | 20.32 | 5.75 |
| GROUP 2 | 20.43 | 5.75 |
| GROUP 3 | 20.55 | 5.75 |
| GROUP 4 | 20.62 | 5.75 |
| GROUP 5 | 20.77 | 5.75 |
| GROUP 6 | 18.07 | 5.75 |
| GROUP 7 | 14.71 | 5.75 |

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and

irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

| | | |
|----------------------|-------|---------|
| LABO0334F 07/01/2002 | | |
| | Rates | Fringes |
| LANDSCAPE LABORERS: | | |
| GROUP 1 | 16.08 | 3.58 |
| GROUP 2 | 12.11 | 3.58 |

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator, material mover and truck driver

| | | |
|----------------------|-------|---------|
| LABO0465B 06/01/2002 | | |
| | Rates | Fringes |
| LABORERS: | | |
| GROUP 1 | 23.76 | 7.49 |
| GROUP 2 | 23.96 | 7.49 |
| GROUP 3 | 24.26 | 7.49 |
| GROUP 4 | 18.10 | 7.49 |

FOOTNOTES:

Work on steeples, towers, silos, stacks and spires, starting at the ground level: \$0.50 per hour additional.

Scuba-diving: One hundred dollars (\$100.00) per day plus twenty dollars (\$20.00) for maintenance of individual's personal diving equipment.

Dynamite and blasters: \$1.00 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: Laborer, concrete chute and bucket handler

GROUP 2: Mortar mixer, including concrete and mortar 1-2 cu. yd. or smaller machine, or by hand in a mortar box; mason tender, plaster tender, portable mixer operator, air, diesel, electric, gasoline tool operator (including concrete vibrator operator and acetylene torch), caisson worker, signal person on concrete pours only

GROUP 3: Hazardous work: employees required to wear acid resistant clothing, heat resistant clothing or radiation protective clothing

GROUP 4: Cleaner, sweeper

FOOTNOTES:

On steeples, towers, silos, stacks and spires, the base wage for work performed shall be fifty cents (\$0.50) over the construction laborer rate, or applicable rate. The fifty cents per hour differential shall start at the ground level.

Scuba-diving: One hundred dollars (\$100.00) per day plus twenty dollars (\$20.00) for maintenance of individuals personal diving equipment.

Dynamite and blasters: One dollar (\$1.00) per hour over construction laborer rate.

PAIN0022C 06/01/2001

| | Rates | Fringes |
|---|-------|---------|
| DRYWALL FINISHER (does not include Level 5 work (covering the whole board)) | 22.73 | 9.70 |
| PAINTER | 22.39 | 9.75 |

FOOTNOTES:

Drywall finisher:

Work spraying texture: \$0.50 per hour additional.

Painter:

For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment.

For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional.

For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional.

For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional.

For all swing stage work - window jacks and window belts - exterior and interior, \$0.50 per hour additional.

For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional.

For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional.

For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

PAIN0357E 06/01/2002

| | Rates | Fringes |
|---------|-------|---------|
| GLAZIER | 25.50 | 9.65 |

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0886F 07/01/2001

| | Rates | Fringes |
|--------------|-------|---------|
| CEMENT MASON | 23.53 | 9.27 |

FOOTNOTES:

Work on all swing stages, underground and tunnel work, on all types of grinders used on concrete construction: \$0.35 per hour additional.

Continuous pour (work on all field construction by jump or slip method of hollow concrete columns such as chimneys, silos and bins, and multiple-celled silos as used in cement and grain storage): \$2.00 per hour additional.

PLAS0886G 07/01/2001

| | Rates | Fringes |
|--|-------|---------|
| DRYWALL TAPER (Level 5 work only - covers the whole board) | 21.90 | 8.22 |
| PLASTERER | 23.26 | 8.22 |

FOOTNOTES:

Work on swing stage: \$0.25 per hour additional.

Nozzle operator or operator of the plastering Browning gun:

\$0.75 per hour additional.

| | | |
|---|-------|---------|
| PLUM0190G 05/01/2002 | | |
| | Rates | Fringes |
| GAS DISTRIBUTION PIPELINE: | | |
| Welding in conjunction with gas distribution pipeline work | 25.85 | 9.67 |
| All other work | 16.64 | 6.97 |

| | | |
|----------------------|-------|---------|
| PLUM0671A 07/01/2002 | | |
| | Rates | Fringes |
| PLUMBER & PIPEFITTER | 27.84 | 11.37 |

FOOTNOTES:

Work performed on scaffolds, ladders, picks, staging and structural steel 40 ft. above any floor or pit floor or any height above any hazardous locations such as acid pits, moving machinery, etc.: 10% per hour additional. The 40 ft. shall be determined by the height of the work and not where an employee stands.

Respiratory conditions and poor air quality: Where this condition is found to exist: 10% per hour additional.

| | | |
|----------------------|-------|---------|
| ROOF0134E 07/01/2001 | | |
| | Rates | Fringes |
| ROOFER | 22.60 | 8.08 |

| | | |
|----------------------|-------|---------|
| SFMI0669F 04/01/2003 | | |
| | Rates | Fringes |
| SPRINKLER FITTER | 31.11 | 8.10 |

| | | |
|--|-------|---------|
| SHEE0033S 07/01/2001 | | |
| | Rates | Fringes |
| SHEET METAL WORKER: | | |
| Work on any multiple family housing unit over 4 stories where each individual family unit is conditioned by a separate and independent unit or system | 13.48 | 5.23 |
| All other building construction | 26.73 | 10.47 |

FOOTNOTES:

Work subject to a free fall of forty (40) ft. or more: \$1.00 per hour additional.

Work performed over operative unguarded machinery or over heat producing vessels which are operating and which have increased the temperature to at least 125 degrees: \$1.00 per hour additional.

Work performed with a helicopter: \$1.00 per hour additional.

Height and hazard pay premiums shall not be compounded.

TEAM0247A 06/01/2002

| | Rates | Fringes |
|----------------|-------|---------|
| TRUCK DRIVERS: | | |
| GROUP 1 | 24.11 | a |
| GROUP 2 | 24.26 | a |
| GROUP 3 | 24.36 | a |

PAID HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$139.70 per week, plus \$30.80 per day, plus the following vacation pay:

Drivers who have been in the employ of their company for 3 years or less: \$0.60 per hour.

Drivers who have been in the employ of their company for 4 through 10 years: \$1.00 per hour.

Drivers who have been in the employ of their company for 11 through 15 years: \$1.45 per hour.

Drivers who have been in the employ of their company for 16 years and longer: \$1.85 per hour.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks except semi trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom and special load permit vehicles

GROUP 2: Truck driver on semi trucks or tractor trailers except pole trailer driver, lowboy driver, straddle carriers, double bottom and special load permit vehicles

GROUP 3: Pole trailer driver, lowboy driver, straddle carriers double bottom driver, special permit load driver & fuel truck driver

TEAM0247L 04/01/2003

| | Rates | Fringes |
|---------------------------|-------|----------------------|
| TRUCK DRIVERS: | | |
| UNDERGROUND CONSTRUCTION: | | |
| GROUP 1 | 20.57 | 132.70/wk.+34.00/day |
| GROUP 2 | 20.71 | 132.70/wk.+34.00/day |
| GROUP 3 | 20.90 | 132.70/wk.+34.00/day |

PAID HOLIDAYS:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK:

Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

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SECTION 02482

DREDGING

PART 1 GENERAL

1.1 UNIT PRICES

1.1.1 Work Covered by Contract Price

The contract unit price per cubic yard for dredging shall include the cost of removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledgerrock, boulders, cobbles, rock fragments, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area. Nothing in this Paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed and approved in accordance with applicable provisions of the contract.

1.1.2 Measurement and Payment

1.1.2.1 Allowable Pay Overdepth and Sideslopes

The total estimated dredging quantity shown on the Bidding Schedule includes the required depth material plus the allowable overdepth material and allowable sideslope material. The allowable pay overdepth quantity under this contract will be determined from prior to dredging soundings and will be computed for the allowable overdepth prism immediately below the material required to be dredged as shown on the drawings in SECTION 01999 or otherwise specified. The allowable sideslope quantity will be computed immediately above the payment limit line for sideslopes as shown on the drawing in SECTION 01999 and specified.

a. Estimated Allowable Pay Overdepth and Sideslope Quantities in Cubic Yards:

Overdepth : 9,500 CY

Sideslope : 2,500 CY

1.1.2.2 Shoal Removal

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes or other natural causes, redredging at the contract unit price, within the limit of available funds, may be performed if agreed upon by both the Contractor and the Contracting Officer.

1.1.2.3 Soundings

The drawing already prepared (See CLAUSE entitled "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS") shows the general area of dredging and placement areas. Prior to dredging soundings will be taken by the Government to determine the exact location of required dredging. Determination of quantities removed will be made from after dredging soundings and the

calculations made therefrom to determine quantities by in-place measurement. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.1.3 Volume Calculations

Within the limits of the allowable pay overdepth and side slope payment limit lines described in the Paragraph entitled "DREDGING", the total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by computing the volume between the bottom surface shown by new soundings made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the work specified has been completed. Volume computations will be made by the Government by appropriate computer program or by the average end area method, based on cross sections including, but not limited to, cross sections taken at the same locations shown on the contract drawings.

The average area of two (2) successive cross sections multiplied by the distance between the cross sections will be accepted as the volume. Any quantities misplaced or not satisfactorily placed in the approved disposal area will be deducted.

1.1.3.1 Excessive Dredging

Materials taken from beyond the limits specified in Subparagraphs "Allowable Pay Overdepth" and "Side Slopes", will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE.")

1.1.3.2 Monthly Partial Payments

Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the Contracting Officer. (See CLAUSE entitled, "QUANTITY SURVEYS.") Sounding surveys for partial payment shall be conducted in the same manner specified in the Paragraph entitled, "PRIOR, AFTER AND CHECK SURVEYS," unless otherwise authorized or directed.

1.1.3.3 Continuity of Work

Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. No payment will be made for final excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

1.2 PERFORMANCE REQUIREMENTS

1.2.1 Monitoring of Disposal Area

Unless otherwise directed by the Contracting Officer, there shall be no overflow or discharge into the lake as a result of operations under this contract. If the Contracting Officer directs the Contractor to release flow from the CDF into the river, the Contractor shall continuously observe the effluent quality of the disposal area discharge weirs during the period of use under this contract and shall report its observations on its daily QC reports. All observations of the discharge including any unusual characteristics of the discharge (i.e., unnatural turbidity, color, oil film, floating solids, settleable solids or foam) shall be reported immediately to the Contracting Officer. The Contractor shall take accurate field turbidity measurements of the discharge from the weirs with a properly maintained and calibrated Turbidity meter daily. The results shall be reported in measured Nephelometric Turbidity Units (NTU) on the daily QC reports. During all disposal operations the Contracting Officer will periodically conduct water quality monitoring of any allowed effluent from the confined disposal facility discharge weirs to verify that the quality of the effluent is within acceptable limits. Water samples will be obtained, stored and analyzed by the Government according to the recommended procedures of the U.S. Environmental Protection Agency Publication "Methods for Chemical Analysis of Water and Wastes," EPA 600 4 79 020. The Contractor shall furnish and install additional weir boards at no additional cost to the Government, to prevent water within the CDF from overtopping the weirs. If additional weir boards cannot be added to increase the holding capacity of the disposal area and/or any allowed discharge does not meet acceptable levels of quality, the Contractor will be directed to alter or discontinue its disposal operations until the threat of overtopping no longer exists or the effluent from the discharge weirs meets the specified acceptable limits of quality, all at no additional cost to the Government. The Contractor shall monitor the elevation of water in the CDF and shall promptly notify the Contracting Officer any time there is imminent risk of overtopping weirs or dikes.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, titled "SUBMITTAL PROCEDURES":

SD-01 Data

Dredging, Conveyance and Disposal Plan; GA-AOF

Prior to bringing equipment to the project site, submit plans of the proposed dredging, conveyance and disposal operations.

Dredging Disposal Safety Plan; FIO

Prior to commencing work at the disposal area, describe in detail the means and methods to be utilized to provide for the public safety at the disposal area, all in accordance with the Accident Prevention Plan.

1.3.1 PROJECT/SITE CONDITIONS

1.3.2 Character of Materials

The material to be dredged consists primarily of shoaling that has occurred since the last time the area was dredged. Shoaled material consists primarily of SILT with minor amounts of sand. Virgin material may be encountered within the allowable overdepth. This material may consist of soft silty clay or stiff gravelly clay. The required dredging area has not been dredged since the original deepening in 1960. Debris may be present in the authorized channel. This debris may include general trash, logs, etc that has washed into the channel.

1.3.3 Transfer Site

If use of a Contractor-furnished disposal site entails use of a transfer site, or if a Government-furnished transfer site is to be used, the Contractor shall take soundings across the full width and length of the transfer site mooring area prior to the start-up of and immediately after the completion of transfer operations under this contract. Soundings shall be taken on lines and at intervals acceptable to the Contracting Officer.

1.3.4 SEQUENCING AND SCHEDULING

1.3.5 Delivery of Plant and Order of Work

Unless otherwise directed by the Contracting Officer, the Contractor shall accomplish the required work within the time established in CLAUSE entitled, "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK."

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

The Contractor shall perform all dredging work to remove material to the required depths within the limits shown on the drawings and as specified. Any materials in the allowable overdepth prism and allowable side slopes are not required to be removed. Logs and stumps encountered within the required dredging prism are not required to be removed. Rocks, and boulders (over 12 inch) may be encountered near breakwaters, revetments and pier heads and shall not be removed if they are part of the harbor structures nor shall toe stones be undermined. Indicated required dredging areas within required downstream and upstream dredging limits will be revised by the Government, after obtaining the prior to dredging soundings.

The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed.

3.1.1 Obstructions

Should original material, ledgerrock, boulders, wrecks, scrap materials, snags, stumps, driftwood, piles, debris or other material be encountered which cannot be removed by the plant specified in the accepted bid, or equivalent plant, without blasting or special apparatus, the Contractor shall remove therefrom all overlying material within the required dredging prism which in the judgment of the Contracting Officer can be removed by the use of the plant specified in the accepted bid or equivalent plant.

3.1.2 Channel Crossing

Any existing channel crossing that is damaged due to the Contractor's operations shall be repaired by the Contractor and at its expense.

3.1.3 Overdepth and Tolerances

Two (2) drawings are enclosed in SECTION 01999 to aid in defining the requirements specified hereinafter.

3.1.3.1 Allowable Pay Overdepth

To cover inaccuracies of the dredging process, materials actually removed from within the channel lines to a depth of not more than one (1) foot below the required pay prism line will be measured and paid for at the contract unit price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the one (1) foot overdepth prism immediately below the required materials to be removed as determined from the prior to dredging soundings. Any dredging below the allowed one (1) foot will be considered as excessive dredging and for which payment will not be made.

3.1.3.2 Side Slopes

Materials actually removed, within the limits shown on the drawings, to provide for final side slopes not flatter than one vertical (1V) on two horizontal (2H), perpendicular to the channel line or dredge limit line, whichever is applicable, but not in excess of the amount originally lying above the side slope payment limit line will be calculated and paid for, whether dredged in their original location or by dredging a space at the bottom of the slope to accommodate the up-slope materials falling into the cut. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. However, if the Contractor expects to use the box cut method on the side slope this material will be paid for whether dredged in their original location or removed by dredging the space at the bottom of the slope to accommodate the side slope materials falling into the box cut.

3.1.3.3 Toe of Side Slope

Any materials remaining above the required pay prism line will be allowed to remain in place, but will not be paid for, provided these materials are below the tolerance line specified hereinafter. The toe of side slope tolerance line, as shown on the cross-section drawings, is defined as a straight line through the following two points and extending to the side slope line:

- a. A point on the required pay prism line located a distance from the channel line or dredge limit line, as shown on the contract drawings (shown on the enclosed drawings and contract drawings as tolerance dimension "T.D." and ;
- b. A point located at the channel line or dredge limit line, whichever is applicable, and above the required pay prism line a distance equal to the specified channel allowable pay overdepth.

3.1.3.4 Shoals

A tolerance of 0.5 feet above the required pay prism line, in the channel area, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The allowed shoaling shall not be continuous throughout the

required dredging area. The limitations for individual shoals are as follows:

a. Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the full project channel width or ten (10) feet, whichever is greater.

b. Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five percent (25%) of the full project channel width or fifty (50) feet, whichever is greater.

c. Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any channel cross section, shall be not more than twenty-five percent (25%) of the full project channel width or ten (10) feet, whichever is greater.

3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

3.2.1 General

All nautical vessels, pipelines and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the disposal area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling. The Contractor may base its bid on transfer facilities other than those furnished by the Government.

3.2.2 Restriction

The method employed by the Contractor in conveying dredged materials to the disposal area shall be as approved by the Contracting Officer at all times.

Temporary dumping or placement of materials outside of the placement area for subsequent rehandling into the placement area is prohibited unless otherwise approved by the Contracting Officer.

3.2.3 Pipeline Conveyance

Dredged materials that are conveyed into the Government or Contractor-furnished placement area via hydraulic-pipeline are subject to the conditions specified herein.

3.2.4 Pipelines

Pipelines shall be of such design and fabrication as to preclude any leaks or breaks. To determine the presence of any leaks or breaks, pipelines will be subject to pressure tests at twice the working pressure of the pipelines for a minimum of two (2) hours duration at the following times:

- a. Initial start of dredging.
- b. Startup following any disconnection of a pipeline for relocation purposes.
- c. Startup following and disconnection of a pipeline for removal of plugs and blockages.
- d. After a pipeline has been subjected to severe stresses induced by wind and waves.
- e. At intervals not less than one week.

3.2.5 Pump Pressure

The Contractor shall closely monitor pressure gauges at hydraulic dredges and any pumps. Should a sudden drop in pressure occur indicating a leak or break in pipeline, the Contractor shall immediately cease pumping operations and promptly correct the leak or break. Prior to resumption of pumping, pressure testing of the pipeline will be required as specified herein before.

3.2.6 Pipe Cleaning

Prior to disconnecting any pipeline for relocation purposes, the Contractor shall flush the pipeline until clear water is observed at the point of discharge within the CDF for a period of ten (10) minutes. Before pumping is resumed the Contractor shall pressure test the pipeline as specified herein before.

3.2.7 Pipeline Blockage

Should any pipeline require disconnection for removal of plugs or blockages, materials removed from the pipeline shall be disposed of in the Government or Contractor-furnished placement area. The Contractor's method for disposal of materials removed from a plugged or blocked pipeline shall be subject to the approval of the Contracting Officer in accordance with Subparagraph, "Protection of Water Resources", of Paragraph, "PROTECTION OF ENVIRONMENTAL RESOURCES", of SECTION 01130, "ENVIRONMENTAL PROTECTION", of DIVISION 1, "GENERAL REQUIREMENTS".

3.2.8 Pumping Operations

The Contracting Officer may require the Contractor to cease pumping operations when actual wave height at any pipeline are at or exceed four (4) feet or it is evident that rough seas might induce severe stresses on the pipeline.

3.2.9 Pipeline Inspection

The Contractor shall visually inspect pipeline(s) twice each eight (8) hour working period. If a twenty-four (24) hour work schedule is used, proper lighting shall be provided for inspection.

3.2.10 Vehicular Conveyance

Dredged materials that are conveyed into a Government furnished placement area via vehicle shall have leak tight cargo bodies or compartments with spill and splash preventing devices as well as necessary sidewall height.

Vehicles shall not be loaded over their capacity, nor shall any loads exceed the limits of the thoroughfare over which the vehicles are operated.

If the dredged materials are transferred from vessels to vehicles by bucket type equipment or any device which may leak or spill, provisions shall be made to prevent water and materials from escaping into the waterways. In addition, the Contractor shall insure that materials that are splashed around vehicles during loading or unloading operations are cleaned up prior to the vehicle leaving the site so as to prevent materials from being tracked on to public thoroughfares or escaping into the waterways. The Contractor shall immediately clean up any materials spilled on the public thoroughfares. In addition, the Contractor shall maintain the transfer site in a neat and orderly condition.

3.2.11 Provision and Maintenance of Haul Roads

Other than for public roadways, the Contractor shall provide its own haul roads into the Government-furnished disposal area as required for its operations and shall maintain them throughout the course of the work. If existing vehicle paths are used (which are not dedicated as public roadways) the Contractor shall provide any improvements required to support its vehicle traffic and shall maintain such haul roads in a condition satisfactory for travel in a passenger automobile at all times, including at the completion of the contract.

3.2.12 Contractor-Furnished Transfer Site

All operations in connection with the use of a Contractor-furnished transfer site shall be at the Contractor's risk.

3.3 PLACEMENT OF DREDGED MATERIALS

3.3.1 General

The dredged materials shall be deposited within the Government-furnished disposal area shown on the contract drawings and/or within an authorized Contractor-furnished disposal area. The Government-furnished disposal area has sufficient capacity to contain all materials to be dredged under this contract; however, the Contractor may base its bid on a disposal area other than the one furnished by the Government. Placement of the dredged materials within the disposal area shall be as specified and shown except as otherwise directed by the Contracting Officer. Except as otherwise authorized by the Contracting Officer in writing, no disposal shall be performed unless a representative of the Contractor for Quality Control is present at the time. The method employed by the Contractor in depositing dredged materials in the disposal area shall be as approved by the Contracting Officer at all times.

3.3.1.1 Misplaced Material

Any material that is deposited elsewhere than in the places designated in this contract or approved by the Contracting Officer will not be paid for. The Contractor shall be required to remove such misplaced material at its expense and deposit it in the place designated in this contract or approved by the Contracting Officer.

3.3.2 Government-Furnished Placement Area

3.3.2.1 Disposal Facility

The materials to be dredged shall be placed within the Government furnished disposal area shown on the contract drawings. The Contractor shall provide its own facilities for the disposal operations, which shall be as approved by the Contracting Officer and shall be removed upon completion of work unless otherwise allowed.

3.3.2.2 Confined Disposal Facility

The materials required to be dredged shall be deposited in the Confined Disposal Facility (CDF) as shown on the contract drawings. Placement of the dredged materials shall proceed in a southerly direction from the location of the intersection of existing water and existing fill within the disposal facility. The Contractor shall provide its own facilities for the disposal operation, which shall be as approved by the Contracting Officer and shall be removed upon completion of the work unless otherwise allowed. The discharge into the CDF shall be controlled by the contractor so as to provide a minimum 1 foot freeboard or as required to insure dike integrity.

Dredged materials shall be deposited at least 100 feet away from the overflow weir. Drainage toward the weir structure shall be maintained at all times. The overflow weir shall be under the control of the Contractor.

No materials other than those required or allowed to be dredged under this contract may be disposed of in the confined disposal facility.

3.3.2.3 Placement

If placement of material into the disposal facility is to be preformed by other than hydraulic methods, the contractor shall take measures to ensure that such materials remain within the limits of work area. Interior berms shall be constructed as required to provide confinement of the deposited materials. Materials for construction of the interior confinement berms may be pushed up from existing soils within the limits of the work area. A plan indicating the location of the interior confinement berms shall be submitted to the Contracting Officer for review. Drainage of incidental transfer water shall be maintained towards the weir structure at all times.

3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and disposal operations to assure compliance with the contract requirements and record its inspections of items under this system, including, but not limited to, the following:

- a. Layout of work, transfer and disposal areas.
- b. Proper dredging depths and disposal heights.
- c. Conveyance and disposal operations.
- d. Prevention of discharge to waterway
- e. Removal of misplaced material.
- f. Observation of CDF effluent quality.

g. Safety requirements.

3.5 GOVERNMENT INSPECTION

3.5.1 Gauge Maintenance

The Contractor shall maintain its gauges, ranges, location marks and limit marks in proper order and position. The presence of a Government inspector shall not relieve the Contractor of its responsibility for the proper execution of the work in accordance with the specifications and drawings.

3.5.2 Facilities

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boat operators, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the Paragraph "FINAL EXAMINATION AND ACCEPTANCE."

3.5.3 Transportation

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, suitable transportation from designated points on shore to and from the various pieces of off-shore plant and off-shore disposal areas.

3.5.4 Compliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

3.6 PRIOR, AFTER AND CHECK SURVEYS

Prior, after and check surveys will be made by sonic sounding methods. The Contractor's sounding equipment shall be calibrated to correspond with the Government's sounding equipment. The Government will make prior and after surveys and may make check surveys. The Contractor shall make check surveys. Sounding lines will be established by the Government for the required dredge area to provide the best fit of lines, within that area, to use average end cross sections for quantity calculations. Cross sections will have the required spacing as necessary to provide a good representation of the area surveyed. The check surveys and after dredging soundings shall be taken as close as practicable on the same lines established and used for the prior to dredging soundings, unless otherwise determined by the Contracting Officer. The full electronic data set shall be used to determine cubic yards in place. Additional soundings will be taken as the Contracting Officer may deem necessary. Only one (1) prior survey will be made for the project, by the Government. If additional prior surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in the Paragraph entitled, "FINAL EXAMINATION AND ACCEPTANCE."

3.7 FINAL EXAMINATION AND ACCEPTANCE

3.7.1 Examination

As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps or other lack of contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion of the Contracting Officer. The Contractor or its authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two (2) sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$1,700 per day in which the Government plant is engaged in sounding or sweeping and/or is en route to or from the site or held at or near the said site for such operations.

3.7.2 Acceptance

Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

END>